

St. Clairsville, Ohio

June 29, 2005

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst and Gordie W. Longshaw, Commissioners and Darlene Pempek, Clerk of the Board. Absent: Mark A. Thomas. Minutes of the meeting of January 15, 2005, were read, approved and signed.

**EVENING MEETING HELD AT
MAYNARD VOLUNTEER FIRE DEPARTMENT**

Commissioner Probst convened the meeting and thanked those in attendance for inviting the board to Maynard. He stated that in 2000, he had approached the other board members about going out into the communities for the evening meetings to give residents not able to attend day meetings the opportunity to express their concerns to the board.

Commissioner Longshaw said it gives residents the opportunity to get to know the board members better and to voice their concerns.

OPEN PUBLIC FORUM

Many residents were in attendance to discuss various issues with the commissioners. Ms. Patty Goletz, Barton requested an update on the dredging of streams in the area. Ms. Mary Lou Pruneski, Maynard informed the Board that the residents had petitioned the Board of Commissioners over twenty years ago to try to obtain water for Township Road 437 and to date nothing had been done. Commissioner Probst explained the water and sewer expansion projects completed in the last few years and assured Mr. Pruneski that board would include that area in future studies. Residents asked many questions concerning the status of repairs to roads, bridges and property that were damaged in the September 2004 flooding. These issues continued to be a major concern of those in attendance. Commissioners said that efforts to clear debris from area creeks and streams were ongoing and that they hope to secure funding to continue the cleanup for another six months. Residents commended the work of the debris removal crews so far, but expressed concerns that any future heavy rains would result in more flooding due to the condition of the waterways. Commissioners stressed that they do not have the authority to have the creeks dredged but agree that it needs done. Commissioner Probst said that the county needs federal officials to give both permission to dredge and assistance with funding the project. Commissioner Longshaw urged citizens to write to their legislators about their concerns. In response to questions about the status of the demolition project for removal of flood damaged homes, Commissioner Probst said the board has been working with Belomar Regional Council to secure an additional \$150,000 for demolition through the next round of federal allocations of Community Development Block Grant funds.

Steve Klan, Chief Maynard Volunteer Fire Department shared his concerns about the situation that will occur when the repairs began on Blainesville Bridge. Mr. Klan asked residents to use extreme caution when traveling this area.

Several residents questioned the steps necessary to obtain county water and sewer service to their areas. Petitions will be sent to the residents so they can obtain the necessary signatures.

The following department heads were present and introduced: Cliff Sligar, Director of Belmont County 911; Don Pickenpough, Director of Belmont County G.I.S. and Michael Wallace, Belmont County Flood plain coordinator.

**IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE**

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Probst, seconded by Mr. Longshaw, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-Blue Grass Drug	Drug Kits for Probation	173.75
Kelly Carter	Reimbursement	22.00
Linda S. Jurco	Typed Transcript	63.00
Staples Credit Plan	Supplies/Public Defender	226.86
C-Tracey Lancione Lloyd	Atty Fees, Guardianship Case, Probate Crt	225.00
K-Wells Fargo	Visa Pmt/Engineer	29.50
O'Hara, Shereza	Reimburse Expenses/Engineer	87.09
Staples Credit Plan	Supplies/Engineer	79.95
Staples Credit Plan	Supplies/Engineer	107.32
Wahl, Michael	Reimburse Expenses	83.25
Elan Financial Service	Visa Card/Engineer	19.32
O-JP Morgan Chase Bank	Agent Fee/Jail Construction	1,000.00
P-American Electric Power	Service / WW #1	196.40
Uwanta Linen Supply	Rug Service/Eastern Court	13.63
S-Sommer Stenographic Services	Court Reporter Fee	75.00
Belmont Senior Services	June, 2005, 5 th billing, Operating expenses	3,352.82
Belmont Senior Services	June, 2005, 4 th billing, Operating expenses	39,724.47
Belmont Senior Services	May, 2005, 8 th billing, Operating expenses	13,087.63
Technology Services Group	Computer supplies/Eastern Court	99.00
T-Beth Andes	Consultant Fee/Sargus Center	2,240.00
E Exxon/GECC	Gasoline/Sargus	13.26
Sunoco, Inc.	Gasoline/Sargus	180.94

**IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the Recapitulation of Vouchers dated for June 29, 2005 as follow:

FUND	AMOUNT
GENERAL FUND	\$5,166.56; 7,745.15; 4,317.66;
GENERAL FUND, ATTORNEY FEES	\$5,437.00
GENERAL FUND, SHERIFF	\$18,033.18;
B-DOG KENNEL	\$273.44
BCDJFS/PA	\$65,757.96, \$1,185.00;
BCDJFS/WIA	\$4,350.46
H-COUNTY HOME	\$26,325.01
LITTER CONTROL	\$64.21
K-ENGINEER, MVGT	\$23,406.06; 1,346.26
P-SANITARY SEWER	\$23,178.92; 11,409.71; 24,606.00; 8,256.60; 65,678.03; 48,473.43
LEPC	\$630.00
OAKVIEW ADMIN. BLDG	\$1,075.19

S-RECYCLING/LITTER	\$369.90
DISTRICT DETENTION	\$2,593.65
CERTIF.OF TITLE,CLERK OF COURTS	\$173.60
COMPUTER FUND,CLERK OF COURTS	\$394.96
SHERIFF'S COMMISSARY	\$401.08
T-SANITARY SEWER	\$409.90

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF TRANSFER OF FUNDS – INSURANCE LINE ITEM TO INSURANCE HOLDING ACCOUNT

Motion made by Mr. Longshaw, seconded by Mr. Probst to make the following transfer of funds insurance line items to insurance holding accounts.

FROM	TO	AMOUNT
A014-A06 Hospitalization	Y091-Y01 Holding Account	\$ 50,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Absent
Mr. Probst	Yes
Mr. Longshaw	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BELMONT COUNTY GENERAL FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following transfer of funds as follows for the General Fund:

FROM	TO	AMOUNT
A401-A11 Other Expenses	A002-B25 Magistrate Salary	\$ 5,489.58

Upon roll call the vote was as follows:

Mr. Thomas	Absent
Mr. Probst	Yes
Mr. Longshaw	Yes

IN THE MATTER OF TRANSFERS WITHIN THE GENERAL FUND/SHERIFF'S DEPARTMENT

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within the General fund for the Sheriff's Department.

FROM	TO	AMOUNT
A106-A14 PERS	A106-A06 Transport	1,178.50
A106-A14 PERs	A306-A03 Medical	5,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF TRANSFER WITHIN THE BELMONT COUNTY GENERAL FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer within the Belmont County General Fund.

FROM	TO	AMOUNT
A102-B10 Common Pleas/Probation	A002-B27 Magistrate/Equipment	\$211.61

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF TRANSFERS WITHIN FUND FOR VARIOUS JUVENILE COURT FUNDS

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within fund for various Juvenile Court Funds.

FROM	TO	AMOUNT
C-CAP FUND M55		
M055-M11 Medicare	M055-M09 Salaries	36.17
M055-M12 PERS	M055-M09 Salaries	314.20

FROM	TO	AMOUNT
TITLE IV-E FUND M64		
M064-M05 Placements	M064-M13 Transfers Out	2,805.75

FROM	TO	AMOUNT
ALTERNATIVE SCHOOL FUND M67		
M067-M08 Contracts	M067-M01 Salaries	2,295.13

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE OAKVIEW JUVENILE
REHABILITATION DISTRICT FUNDS-S30

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfers within fund for the Oakview Juvenile Rehabilitation District Funds-S30.

FROM	TO	AMOUNT
S030-S05 Supplies	S030-S10 Maintenance & Repair	6,900.00
S030-S05 Supplies	S030-S01 Salaries	4,000.00
S030-S05 Supplies	S030-S06 Motor Vehicle	1,300.00
S030-S05 Supplies	S030-S09 Utilities	1,300.00
S030-S05 Supplies	S030-S14 Equipment	3,300.00
S030-S07 Travel	S030-S14 Equipment	3,000.00
S030-S08 Communications	S030-S14 Equipment	4,300.00
S030-S12 Printing	S030-S14 Equipment	3,000.00
S030-S15 Indirect	S030-S14 Equipment	737.88
S030-S17 Ed & Recreation	S030-S14 Equipment	6,125.89

Upon roll call the vote was as follows:

Mr. Longshaw Yes
 Mr. Probst Yes
 Mr. Thomas Absent

IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE BELMONT COUNTY
SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
WWS#2	WWS#2	
P003P25 Purchased Water	P003P21 Materials	20,000.00
P003P25 Purchased Water	P003P27 Advertising & Print	200.00
WWS#3	WWS#3	
P005P34 Transfers	P005P22 Repairs	10,000.00
P005P34 Transfers	P005P23 Services	55,000.00
P005P34 Transfers	P005P27 Advertising & Printing	250.00
SSD#3B	SSD#3B	
P056P02 Supplies	P056P15 Other Exp.	380.00
P056P03 Equipment	P056P15 Other Exp.	100.00
P056P05 Materials	P056P15 Other Exp.	100.00
P056P06 Repairs	P056P15 Other Exp.	50.00
P056P07 Services	P056P15 Other Exp.	300.00
P056P08 Projects	P056P15 Other Exp.	50.00
P056P11 Advertising & Print	P056P15 Other Exp.	20.00
P056P12 Travel & Expense	P056P15 Other Exp.	20.00
P056P13 PERS	P056P15 Other Exp.	750.00
P056P14 Work Comp	P056P15 Other Exp.	257.03

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Longshaw Yes
 Mr. Thomas Absent

IN THE MATTER OF MONTHLY TRANSFER OF
FUNDS FOR BELMONT COUNTY SANITARY SEWER

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer of funds for the Month of June 2005 for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	90.15
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	5,319.60
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	9,630.88
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	23.26
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	763.41
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	48,499.35
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	102.86
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	29.24
P003-P29 PERS	Y090-Y12 PERS	1,553.00
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	5,046.56
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	827.40
P003-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		71,885.71
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	176.41
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	10,280.40
P005-P21 MATERIALS	Y090-Y05 MATERIALS	21,779.98
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	524.91
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	30,305.65
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	954.58
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	203.08
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	56.48
P005-P29 PERS	Y090-Y12 PERS	5,728.39
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS'COMP	
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	17,388.46
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	9,204.88
P005-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		96,603.22

P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	37.56
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P051-P05 MATERIALS	Y090-Y05 MATERIALS	410.35
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	9.74
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	202.23
P051-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	8,253.29
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	12.25
P051-P13 PERS	Y090-Y12 PERS	661.63
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	3,031.86
P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		12,618.91
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	21.56
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P053-P05 MATERIALS	Y090-Y05 MATERIALS	1,687.45
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	5.47
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	4,411.95
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	2,510.00
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	26,316.01
P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	0.00
P053-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP	6.88
P053-P13 PERS	Y090-Y12 PERS	1,784.13
P053-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P053-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	2,926.75
P053-P16 TRANSFERS OUT	7090-717 TRANSFERS OUT	10,831.61
P053-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		50,501.81
P055-P02 SUPPLIES	Y090-Y02 SUPPLIES	6.32
P055-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P055-P05 MATERIALS	Y090-Y05 MATERIALS	70.06
P055-P06 CONTRACT REPAIRS	Y090-Y06 CONTRACT REPAIRS	1.62
P055-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	853.87
P055-P11 ADVER & PRINTING	Y090-Y07 ADVER & PRINTING	0.00
P055-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	2.03
P055-P13 PERS	Y090-Y12 PERS	209.00
P055-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P055-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	466.15
P055-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		1,609.05
P056-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P056-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	0.00
P056-P09 SEWAGE DISP.	Y190-Y08 SEWAGE DISP.	5,000.00
P056-P13 PERS	Y090-Y12 PERS	27.56
P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	2,423.29
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		7,450.85

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FO THE GENERAL FUND

Motion made by Mr. Longshaw, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 25, 2005.

**GENERAL FUND
Sheriff Department**

A906-A14 Towing	\$ 418.00
A106-A15 Background Checks	\$ 952.75
A306-A03 Medical Expenses	\$ 856.86

Upon roll call the vote was as follows:

Mr. Thomas	Absent
Mr. Probst	Yes
Mr. Longshaw	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND

Motion made by Mr. Longshaw, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 29, 2005.

GENERAL FUND

A014-A06 Group and Liability	\$ 50,000.00
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Upon roll call the vote was as follows:

Mr. Thomas	Absent
Mr. Probst	Yes
Mr. Longshaw	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE COMMON PLEAS COURT

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 29, 2005.

A102-B10 Intense Probation/Clerk of Courts \$70.84

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND

Motion made by Mr. Longshaw, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of March 23, 2005.

GENERAL FUND

A001-A02 Salaries Commissioners Employees \$ 46,395.00

**Repayment of cash advance from P93 (monies were advanced from this line item.)

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Probst	Yes
Mr. Thomas	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY RECYCLING AND LITTER FUND H50

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of March 23, 2005 and June 29, 2005.

BELMONT COUNTY RECYCLING AND LITTER FUND H50

H050-H04 Equipment	\$30,357.04
H050-H05 Contract Services	\$ 340.37

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Probst	Yes
Mr. Thomas	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT CO. DJFS WORKFORCE DEVELOPMENT FUND H005

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 29, 2005.

BCDJFS WORKFORCE DEVELOPMENT FUND H005

H005-H01 In School Youth	129,571.00
H005-H02 Out of School Youth	55,530.00
H005-H03 Adult	36,738.00
H005-H04 Dislocated Workers	34,124.00
H005-H05 Administration	28,441.00
H005-H07 Spec. One-Stop Admn.	125,000.00
TOTAL	\$409,404.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE VARIOUS JUVENILE COURT FUNDS

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 29, 2005.

M-60 CARE & CUSTODY FUND

M060-M25 Salaries	\$2,235.48
M060-M60 Salaries/Rest	979.40
M060-M71 Salaries Drug Court	128.89
M060-M29 Insurances C Cap	<u>720.05</u>
Total	4,063.82

M-64 PLACEMENT FUND

M064-M05 Placements	30,225.00
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M77 SUPREME COURT OF OHIO DRUG COURT FUND

M077-M01 Salaries	1,009.86
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M78 TITLE IV-E REIMB (RANDOM MOMENTS)

M078-M01 Salaries	2,016.11
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE S00 COMMISSARY FUND/ SHERIFF OFFICE

Motion made by Mr. Longshaw, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of June 15 and June 29, 2005.

S00 COMMISSARY FUND/ SHERIFF OFFICE

S000-S01 Supplies	\$ 4,215.80
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE SHERIFF'S CONCEALED HANDGUN LICENSE FEE FUND S01

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 29, 2005.

SHERIFF'S CONCEALED HANDGUN LICENSE FUND

S001-S06 License Fees	\$120.000
S001-S07 Equipment	150.00
TOTAL	\$270.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE OAKVIEW JUVENILE REHABILITATION FUND/

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 29, 2005.

OAKVIEW JUVENILE REHABILITATION FUND

S030-S14 Equipment	\$ 18,834.00
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE S33 BELMONT HARRISON JUVENILE DISTRICT DETENTION FUND

Motion made by Mr. Longshaw, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 29, 2005.

S33 BELMONT HARRISON JUVENILE DISTRICT DETENTION FUND

S033-S33 Salaries	\$ 30,701.46
S033-S44 P.E.R.S.	\$ 1,000.00

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE CDBG FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 29, 2005.

T-11 CDBG FUND

T011-T01 Grants	\$ 12,700.00
Drawdown # 311/Grant # B-F-04-007-1	

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF CASH ADVANCE OF FUNDS FOR THE BELMONT COUNTY JUVENILE COURT

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following CASH ADVANCE of funds for the Belmont County Juvenile Court as follows:

FROM	TO	AMOUNT
PLACEMENT SERVICES M64	SUPREME COURT FAMILY DRUG COURT	
M064-M13 Transfers Out	M077-M08 Advances In	\$1,009.86

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF CASH ADVANCE OF FUNDS FOR THE BELMONT COUNTY JUVENILE COURT

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following CASH ADVANCE of funds for the Belmont County Juvenile Court as follows:

FROM	TO	AMOUNT
PLACEMENT SERVICES M64	TITLE IV E REIMB (RANDOM MOMENTS	
M064-M13 Transfers Out	M078-M01 Salaries	\$2,016.11

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF GRANTING
PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Probst, seconded by Mr. Longshaw granting permission for county employees to travel as follows:
AUDITOR'S OFFICE: Larry Craig to Columbus, Ohio on 7/12/05 for AcrGIS 9.1 Hands-On Workshop. Estimated Expenses: \$50.00 and a county car will be used.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF REQUEST FOR
CERTIFICATION OF MONIES THE GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to request the Belmont County Budget Commission certify the following monies.

GENERAL FUND – Total amount of \$ 14,072.62as follows:

1. Sheriff Department: total amount of \$ 2,227.61
 - Towing / paid into A013-G02 \$ 418.00
 - Medical co-pays / paid into A013-G03 \$ 856.86
 - Background checks / paid into A013-G04 \$ 952.75
2. Probation Officer / Common Pleas Court \$ 70.84
Paid into A045-A00 (2) refunds
\$ 35.91 paid in 3/25/05 and \$ 34.93 paid in May 6, 2005
3. Paid into A045-A00 Refunds and Reimbursements
(3) school districts for services provided by School Resource Officers
Total: \$ 9,538.77
Reimbursement from PHC / Xerox chargebacks
Total \$ 2,235.40

Upon roll call the vote was as follows:

Mr. Thomas	Absent
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF APPROVING
THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Probst, seconded by Mr. Longshaw to execute payment of Then and Now Certification dated June 22 and June 23, 2005 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ENTERING INTO
CONTRACT WITH OHIO-WEST VIRGINIA EXCAVATING CO.
FOR O.P.W.C. BEL-CR10-13.01 BRIDGE REPLACEMENT PROJECT/
BELMONT COUNTY ENGINEER'S**

Motion made by Mr. Probst, seconded by Longshaw to enter into contract on behalf of Belmont County Engineer with Ohio-West Virginia Excavating Co. for O.P.W.C. BEL-CR10-13.01 Bridge Replacement Project, in the amount of \$283,418.30.

Note: This project is for the removal of a concrete arch bridge and replacement with a two span box beam bridge on County Highway 10 over Wheeling Creek at Blainesville. The project is funded by Ohio Public Works Commission (74%) and MVGT funds (26%). Engineer's estimate: \$287,564.83

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
ISSUE 2**

**BELMONT CR 10 – 13.01 BRIDGE REPLACEMENT PROJECT
BELMONT COUNTY ROAD 10 OVER WHEELING CREEK, COLERAIN & WHEELING TOWNSHIPS, BELMONT COUNTY
O.P.W.C. PROJECT #CRP01**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 29th day of June, 2005 between **OHIO-WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, Ohio 43942 and Charles Probst, Mark Thomas and Gordie Longshaw, Commissioners of Belmont County, WITNESSETH that said **OHIO-WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all material and do all work requisite necessary to remove and construct a new bridge and perform all associated roadway, grading, drainage and other work described in the bid documents.

Methods of Construction, Composition and Preparation of Materials shall conform to all applicable Sections of the 2002 edition of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

REF. NUM.	ITEM NUM.	QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	201	LUMP SUM	CLEARING & GRUBBING	LUMP SUM	\$2,000.00
2	202	LUMP SUM	STRUCTURE REMOVED	LUMP SUM	\$14,000.00
3	202	84 SQ YD	PAVEMENT REMOVED	\$10.00	\$840.00
4	202	80.5 LF	GUARDRAIL REMOVED	\$2.00	\$161.00
5	203	186.5 CY	EXCAVATION	\$12.00	\$2,238.00
6	204	106 SQ YD	SUBGRADE COMPACTION	\$5.00	\$530.00
7	204	4 HR	PROOF ROLLING	\$65.00	\$260.00
8	301	14 CY	ASPHALT CONCRETE BASE	\$225.00	\$3,150.00
9	304	18 CY	AGGREGATE BASE	\$65.00	\$1,170.00
10	407	76 GAL	TACK COAT	\$10.00	\$760.00
11	407	4 GAL	TACK COAT FOR INTERMEDIATE COURSE	\$10.00	\$40.00

REF. NUM.	ITEM NUM.	QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
12	408	40 GAL	PRIME COAT	\$10.00	\$400.00
13	411	2.2 CY	STABILIZED CRUSHED AGGREGATE	\$85.00	\$187.00
14	448	25 CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22	\$225.00	\$5,625.00
15	448	14 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22	\$225.00	\$3,150.00
16	601	93 CY	ROCK CHANNEL PROTECTION, TYPE B WITH FABRIC FILTER	\$40.00	\$3,720.00
17	606	4 EACH	ANCHOR ASSEMBLY, TYPE T	\$600.00	\$2,400.00
18	606	4 EACH	BRIDGE TERMINAL ASSEMBLY, TYPE 4	\$600.00	\$2,400.00
19	614	LUMP SUM	MAINTAINING TRAFFIC	LUMP SUM	\$5,000.00
20	623	LUMP SUM	CONSTRUCTION LAYOUT STAKES	LUMP SUM	\$1,500.00
21	624	LUMP SUM	MOBILIZATION	LUMP SUM	\$2,500.00
22	630	3 EACH	REMOVAL OF GROUND MOUNTED SIGN & DISPOSAL	\$40.00	\$120.00
23	642	0.06 MILE	EDGE LINE, TYPE 2	\$8,500.00	\$510.00
24	642	0.03 MILE	CENTER LINE, TYPE 2	\$17,000.00	\$510.00
25	SPECIAL	LUMP SUM	SPECIAL-SEEDING & MULCHING	LUMP SUM	\$2,000.00
26	SPECIAL	LUMP SUM	SPECIAL-DUST CONTROL	LUMP SUM	\$500.00
27	SPECIAL	LUMP SUM	SPECIAL-TEMPORARY SOIL EROSION & SEDIMENT CONTROL	LUMP SUM	\$1,000.00
28	503	164 CY	UNCLASSIFIED EXCAVATION	\$60.00	\$9,840.00
29	503	LUMP SUM	COFFERDAMS, CRIBS & SHEETING	LUMP SUM	\$2,500.00
30	505	LUMP SUM	PILE DRIVING EQUIPMENT MOBILIZATION	LUMP SUM	\$2,500.00
31	507	665 LF	STEEL PILES HP 12X53, FURNISHED	\$21.00	\$13,965.00
32	507	565 LF	STEEL PILES HP 12X53, DRIVEN	\$8.50	\$4,802.50
33	507	62.2 LF	SPECIAL-PILE ENCASEMENT	\$65.00	\$4,043.00
34	507	90 LF	PREBORED HOLES, AS PER PLAN	\$43.00	\$3,870.00
35	509	7,834 LB	EPOXY COATED REINFORCING STEEL	\$1.15	\$9,009.10
36	511	70 CY	CLASS C CONCRETE, ABUTMENT INCLUDING FOOTING	\$400.00	\$28,000.00
37	511	9.3 CY	CLASS C CONCRETE, PIER	\$800.00	\$7,440.00
38	511	6 CY	CONCRETE, MISC.; CONCRETE SLAB	\$175.00	\$1,050.00
39	512	324 SQ YD	TYPE 3 WATERPROOFING	\$17.00	\$5,508.00
40	515	12 EACH	PRESTRESSED CONCRETE NON-COMPOSITE BOX BEAM, LEVEL 1, B21-48	\$8,600.00	\$103,200.00
41	516	107 LF	1" PREFORMED EXPANSION JOINT FILLER	\$1.50	\$160.50
42	516	51 LF	2" DEEP JOINT SEALER, AS PER PLAN	\$4.00	\$204.00
43	516	51 LF	SPECIAL-SAWING & SEALING OF BITUMINOUS CONCRETE JOINTS	\$4.00	\$204.00
44	516	48 EACH	ELASTOMERIC BEARINGS WITH INTERNAL LAMINATES ONLY (NEOPRENE) 6"X8"X1.62"	\$70.00	\$3,360.00
45	516	24 EACH	1/8" PREFORMED BEARING PAD	\$6.00	\$144.00
46	517	237.5 LF	RAILING-DEEP BEAM RAIL W/ STEEL TUBULAR BACKUP & TYPE 2 STEEL POSTS & ANCHOR BOLTS	\$63.00	\$14,962.50
47	518	31.5 CY	POROUS BACKFILL WITH FILTER FABRIC	\$63.00	\$1,984.50
48	518	225.3 LF	STEEL DRIP STRIP	\$9.00	\$2,027.70
49	518	93.5 LF	6" PERFORATED CORRUGATED PLASTIC PIPE	\$5.00	\$467.50

REF. NUM.	ITEM NUM.	QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
50	518	84 LF	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS	\$5.00	\$420.00
51	864	139 SQ YD	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	\$15.00	\$2,085.00
52	103	LUMP SUM	PREMIUM FOR CONTRACT PERFORMANCE BOND, PAYMENT BOND & MAINT. BOND	LUMP SUM	\$5,000.00
			TOTAL		\$283,418.30

County will certify 26% of \$283,418.30 which is \$73,688.76

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO-WEST VIRGINIA EXCAVATING CO.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS
Charles R. Probst, Jr. /s/
Gordie W. Longshaw /s/

OHIO-WEST VIRGINIA EXCAVATING CO.
 BY: W. Roger Lewis /s/

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Longshaw Yes
 Mr. Thomas Absent

**IN THE MATTER OF APPROVING MINUTES
 OF THE REGULAR BOARD OF COMMISSIONERS MEETINGS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 15 and June 22, 2005.

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Longshaw Yes
 Mr. Thomas Absent

**IN THE MATTER OF ADVERTISING FOR BIDS
 FOR PROJECT 05-7 SLIP REPAIR PROJECT/
 BELMONT COUNTY ENGINEER'S**

Motion made by Mr. Probst, seconded by Mr. Longshaw to advertise for bids for the Belmont County Engineer's Department for Project 05-7 Slip Repair Project, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: This project is for the repair of roadway slips on County Highway 5, County Highway 48 and County Highway 56 and will be funded by FEMA, OEMA and MVGT. Bid opening scheduled for July 27- 6:30 P.M.

**NOTICE TO BIDDERS
 BELMONT COUNTY COMMISSIONERS' OFFICE
 ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **6:30 P.M.** (Local Time) **Wednesday, July 27, 2005** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer's Department Project 05-7 Slip Repair Project (County Highway 5, County Highway 48 and County Highway 56), then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners' office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. —OR—
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Said contract will be let to the lowest and best responsible bidder in accordance with the resolution adopted by the Belmont County Board of Commissioners listing bidding factors. The owner reserves the right to award a contract to that bidder which is in the best interest of the County.

All work done under this contract shall be subject to all State requirements concerning the payment of prevailing wage rates.

No bidder may withdraw his bid within 60 days after the actual date of the bid opening.

By order of the Board of Commissioners
 Of Belmont County, Ohio
Darlene Pempek /s/
 Darlene Pempek, Clerk of the Board

Times Leader Advertisement: Two (2) Tuesdays: July 5, 2005 and July 12, 2005

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Longshaw Yes
 Mr. Thomas Absent

**IN THE MATTER OF ENTERING INTO
 RENEWAL OF PURCHASE OF PERFORMANCE
 OF SERVICES CONTRACT WITH BELMONT COUNTY
 COMMUNITY ACTION COMMISSION FOR WIA YOUTH PROGRAM/
 BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into renewal of Purchase of Performance of Services Contract with Belmont County Community Action Commission on behalf of the Belmont County Department of Job and Family Services for the WIA Youth Program for the period of July 1, 2005 through June 30, 2006. Reimbursement to Contractor shall not exceed \$94,000.00

Note: The purpose of this contract is to provide Paid and Unpaid Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Supportive Services; Adult Mentoring and Follow-up Services for In-School (Younger) Youth and Out-of-School (Older) Youth of Belmont County.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract, entered into on this 1st day of July, 2005, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Community Action Commission of Belmont County (hereinafter "Contractor"), is for the purchase of the performance of the following services: Paid and Unpaid Work Experience; Occupational Skills Training; Leadership Development Opportunities; Supportive Services; Adult Mentoring and Follow-up Services for In-School (Younger) Youth and Out-of-School (Older) Youth that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Paid and Unpaid Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Supportive Services; Adult Mentoring and Follow-up Services for In-School (Younger) Youth and Out-of-School (Older) Youth of Belmont County. These services are six of the ten elements for youth required by the WIA. The Purchaser has agreed to use WIA Youth Funds (CFDA # 17.259) to provide the programs' services to eligible youth, to provide staff to operate the program and assist the youth in gaining employment. Eligible youth are those eligible for the WIA In-School (Younger) Youth and Out-of-School (Older) Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1074

Contractor: The Community Action Commission of Belmont County
153 ½ West Main Street
St. Clairsville, OH 43950
740-695-0293

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2005. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2006. The contract may be extended for one year based on the satisfactory performance of services by the Contractor.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Basic Literacy Skills Deficient

An individual who computes or solves problems, reads, writes, or speaks English at or below the 8th grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.

Work readiness skills goal

Work readiness skills include world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up letters). They also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account and using public transportation. They also include positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability and assuming the responsibilities involved in maintaining a job. This category also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills and acquiring an improved self image.

Out-of-School (Older Youth)

An Out-of-School (Older) Youth is an individual who is an eligible youth who is a school dropout or is an eligible youth who has either graduated from high school or holds a GED, but is basic skills deficient, unemployed, or underemployed.

Younger Youth (In-School)

An In-School (Younger) Youth is an individual who is an eligible youth who is enrolled in a secondary school, alternative school, being home schooled or enrolled in any other school that leads to a high school diploma.

Participants

Those In-School (Younger) or Out-of-School (Older) Youth eligible for paid and unpaid work experience; occupational skills training; leadership development opportunities; supportive services; adult mentoring and follow-up services who meet the standards of the Workforce Area 16 Workforce Investment Board and are chosen by the Purchaser to participate in the program described herein.

Paid and Unpaid Work Experience

Work Experiences are designed to enable youth to gain exposure to the working world and its requirements. For the purposes of this contract, Paid Work Experience is placement in the private, for-profit sector; the non-profit sector; or the public sector at the federal minimum wage for up to 30 hours per week for a maximum of twelve (12) weeks or 360 hours for Older (Out-of-School) Youth and twelve (12) weeks or 216 hours for Younger (In-School) Youth. Unpaid Work Experience is placement in the private, for-profit sector; the non-profit sector; or the public sector, however, the participant does not receive pay. There is no limit to the number of weeks or hours for Unpaid Work Experience.

Limited Internship

A Limited Internship is an additional twelve (12) weeks or 360 hours subsidized employment program that an Older (Out-of-School) Youth may be enrolled in either after being enrolled in the program or beyond the initial twelve (12) weeks or 360 hours Work Experience Program. Permanent, unsubsidized employment is the desired outcome for the Limited Internship.

Secondary Occupational Skills Training

Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines.

Leadership Development

Leadership development opportunities, which may include community service and peer-centered activities that encourage responsibility, employability, and other positive social behaviors.

Adult Mentoring

Adult guidance and leadership that helps youth make the right choices in order for them to succeed. Mentoring will help with drop-out prevention, positive transition from one grade to the next, completion of secondary education, job attainment and a successful transition into the community.

Follow-Up Services

Follow-up services may include: leadership development and supportive services; regular contact with a youth's employer; assistance in securing better paying jobs, career development and further education; work-related peer support groups, adult mentoring and tracking the progress of youth in employment after training. All youth must receive some form of follow-up services for a minimum duration of 12 months. For the purposes of this contract, the Contractor agrees to provide Follow-Up Services to Youth who were served by another contractor under a previous contract.

Supportive Services

For the purposes of this contract, the Contractor will provide Supportive Services only to those eligible youth that are enrolled in its program. Supportive Services may include help in arranging services such as transportation, child care, dependent care, and housing.

Employability Skills

Employability Skills provide a participant with exposure to the world of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Employability Skills Credential

An Employability Skills Credential is a credential earned by a participant in any of the following program components: Work Readiness; Work Experience; and Limited Internship. Earning a credential in any of these areas meets the performance requirement for a credential by an Out-of-School (Older) Youth.

Advance Training

An occupational skills employment / training program, not funded under Title I of the WIA, which does not duplicate training received under Title I. Includes only training outside of the One-Stop, WIA and partner, system (i.e., training following exit).

Post-Secondary Education

A program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIA

WIA is the Workforce Investment Act.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor shall make available Paid and Unpaid Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Supportive Services; Adult Mentoring and Follow-up Services for In-School (Younger) Youth and Out-of-School (Older)
 - o Youth. The targeted number of participants for the program is up to seventy-five (75) In-School Youth and up to fifteen (15) Out-of-School Youth. Of those total participants, ten (10) In-School Youth and fifteen (15) Out-of-School Youth may be enrolled in Paid Work Experience. Additional participants may be enrolled in the Program, if for whatever reason, funds are available. The maximum number of participants may increase since some may not complete the entire length of the program.
2. Contractor shall pay all wages or stipends to participants.
3. Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
4. Contractor shall find placements for participants in businesses,
 - o government entities, non-profits, etc.
5. Contractor is responsible for monitoring each participant's activities after they are placed in Paid Work Experience.
6. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
 - o
7. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
8. Contractor may refer potential participants to the Purchaser for eligibility determination.

9. Contractor shall employ the necessary staff to operate the program.
10. Contractor shall meet all service requirements of this contract.
Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
11. Contractor shall meet all performance standards included and
 - o incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
12. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will ensure that all participants are eligible for training services pursuant to WIA and local policies and determine which funds will pay for the services.
2. Purchaser will refer participants to Contractor.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will pay all costs related to providing Paid and Unpaid Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Supportive Services; Adult Mentoring and Follow-up Services for In-School (Younger) Youth and Out-of-School (Older) Youth of Belmont County, consistent with the provisions of Article VIII.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide Paid and Unpaid Work Experience; Occupational Skills Training; Leadership Development Opportunities; Supportive Services; Adult Mentoring and Follow-up Services for In-School (Younger) Youth and Out-of-School (Older) Youth to help them succeed in school and in the workplace. Services to be provided and skills to be achieved by the participants include but are not limited to:

1. **Increasing the participants' understanding of the importance and value of education and work. Instill in the youth the importance of positive work habits, leadership and community involvement. Provide the WIA elements as outlined in this contract.**
2. **Placement of up to Seventy-five (75) In-School (Younger) and Fifteen (15) Out-of-School (Older) Youth in the program. Of those total participants, ten (10) In-School Youth and Fifteen (15) Out-of-School Youth may be enrolled in Paid Work Experience.**

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Service-delivery measures

1. **Placement of up to Seventy-five (75) In-School (Younger) and Fifteen (15) Out-of-School (Older) Youth in the program. Of those total participants, ten (10) In-School Youth and fifteen (15) Out-of-School Youth may be enrolled in Paid Work Experience. Provide Paid and Unpaid Work Experience; Occupational Skills Training; Leadership Development Opportunities; Supportive Services; Adult Mentoring and Follow-up Services for In-School (Younger) Youth and Out-of-School (Older) Youth.**

Output-effectiveness measures

Out-of-School Youth

1. **Thirty-six percent (36%) of Out-of-School Youth enrolled in the program will earn an employability skills credential.**
2. **Fifty and four tenths percent (50.4%) of Out-of-School Youth enrolled in the program will be employed, enrolled in post-secondary education, advanced training, a qualified apprenticeship or in the military upon exit.**
3. **Fifty and four tenths percent (50.4%) of Out-of-School Youth enrolled in the program will be employed, enrolled in post-secondary education, advanced training, a qualified apprenticeship or in the military the first quarter after exit.**
4. **Sixty-one and two tenths percent (61.2%) of Out-of-School Youth enrolled in the program will provide a positive response to a Customer Satisfaction Survey.**

In-School Youth

1. **Fifty-six percent (56%) of In-School Youth enrolled in the program will successfully complete Work Experience.**
2. **Fifty-six percent (56%) of In-School Youth enrolled in the program will meet their Skill Attainment Goal.**
3. **Forty-one and six-tenths percent (41.6%) of In-School Youth enrolled in the program who have left secondary school will earn a diploma.**
4. **Sixty-one and two tenths percent (61.2%) of In-School Youth enrolled in the program will provide a positive response to a Customer Satisfaction Survey.**

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and the Fiscal Performance Report incorporated into this agreement as Exhibit 1. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to Purchaser the Output Effectiveness Performance Report incorporated into this agreement as Exhibit 2. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Upon mutual agreement between the Purchaser and the Contractor, the Purchaser may submit fiscal and performance reports that are a different layout than those in Exhibit 1 and 2 as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act (WIA) In-School and Out-of-School (Older and Younger Youth) Funds (CFDA # 17.259). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$94,000.00**.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for up to Out-of-School (Older) Youth and In-School (Younger) Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative/Operating Staff Wages and Fringes	\$51,460.00
Participant Wages and Fringes	\$26,790.00
Operating Expenses	\$13,326.00
Administrative Expenses	\$2,424.00
TOTAL COST:	\$94,000.00
MAXIMUM WIA AUTHORIZED REIMBURSEMENT AMOUNT:	\$94,000.00
TOTAL CONTRACT AMOUNT:	\$94,000.00

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Investment Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

XXXVIII SIGNATURES

Dwayne D. Pielech /s/ 6/22/05
Dwayne D. Pielech, Director Date
Belmont County Department of Job and Family Services

Charles R. Probst, Jr. /s/ 6/29/05
Belmont County Commissioner Date
Gordie W. Longshaw /s/ 6/29/05
Belmont County Commissioner Date

Belmont County Commissioner Date
Gary F. Obloy /s/ 6/21/05
Gary Obloy Date
Community Action Commission of Belmont County

Chris Berhalter /s/ 6/22/05
Approved as to form: Date
Belmont County Prosecutor

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Longshaw Yes
Mr. Thomas Absent

**IN THE MATTER OF ENTERING INTO
RENEWAL OF PURCHASE OF PERFORMANCE
OF SERVICES CONTRACT WITH BELMONT COUNTY
COMMUNITY ACTION COMMISSION FOR THE ePLUS PROGRAM/
BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into renewal of Purchase of Performance of Services Contract with Belmont County Community Action Commission on behalf of the Belmont County Department of Job and Family Services for the ePLUS Program for the period of July 1, 2005 through June 30, 2006. Reimbursement to Contractor shall not exceed \$150,000.00.

Note: The purpose of this contract is to provide the ePLUS Program that will provide intensive case management, SSI case management, adult mentoring, life skills, work experience, work readiness services, employment mentoring and other services necessary to help eligible participants so they have the skills to move successfully from public assistance to employment or gain eligibility for SSI or other government programs.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services

Whereas, this contract, entered into on this 1st day of July, 2005, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Community Action Commission of Belmont County (hereinafter "Contractor"), is for the purchase of the performance of the ePLUS Program in accordance with the Ohio Revised Code, rules of the Ohio Department of Job and Family Services and the Belmont County Department of Job and Family Services PRC Plan.

I PURPOSE

The purpose of this contract is to provide the ePLUS Program. The program will provide intensive case management, SSI case management, adult mentoring, life skills, work experience, work readiness services, employment mentoring and other services necessary to help eligible participants so they have the skills to move successfully from public assistance to employment or gain eligibility for SSI or other government programs. The income eligibility is 150% of the federal poverty level guidelines and the applicant must have a minor child and / or meet all other eligibility requirements under PRC and TANF or be categorically eligible under Belmont County's PRC Plan. The Purchaser has agreed to use TANF Funds (CFDA# 93.558) to pay for the services provided through the ePLUS Program.

II PARTIES

The parties to this agreement are as follows:

Purchaser:

The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075

Contractor:

The Community Action Commission of Belmont County
153 ½ West Main Street
St. Clairsville, OH 43950
740-695-0293

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2005. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2006. The contract may be extended for one year based on the satisfactory performance of services by the Contractor.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

Belmont County Residents who have a minor child and whose income is 150% of the federal poverty level guidelines or below and have been referred by the Belmont County Department of Job and Family Services. Belmont County residents who are on Ohio Works First (OWF) or have lost eligibility for OWF as a result of time limits on their benefits. Participants on any public assistance program are categorically eligible for ePLUS. Participants may carry over from the 2004-2005 contract.

Assessment

Testing of the skills and abilities of the participants enrolled in the program.

Subsidized Employment

Placement of individuals in the program at work sites for minimum wage for a four week period for 30 hours per week or a maximum of 120 hours

ePLUS

ePLUS is a multi-faceted program to provide intensive case management, SSI case management, adult mentoring, life skills, work experience, work readiness services, employment mentoring, job readiness, job search and retention, subsidized employment, job shadowing, employment mentoring and follow-up services to eligible participants and other services necessary to help eligible participants so they have the skills to move successfully from public assistance to employment or gain eligibility for SSI or other government programs.

Job Shadowing

Job Shadowing will introduce participants to the world of work by placing them at employers for a two week period. Job Shadowing is to help a participant to see different types of occupations to help them determine which field of work might best suit them.

Life Skills

Life Skills include, but are not limited, to the following: helping participants to identify barriers to employment; helping participants to build self esteem; helping participants to gain insights into personal barriers and personal strengths; helping participants to develop problem solving skills; helping participants develop assertiveness skills; helping participants develop anger management and conflict resolution skills; helping participants develop stress management skills; helping participants develop a Personal Style Inventory; provide documentation to case managers in order to deal with non-compliance with Self-Sufficiency; collaborate with case managers, supervisors, and participants to maximize outcomes from decisions; work with Children Services on custody issues and related requirements; work on domestic violence issues with participants; helping participants develop a plan or map for their future; and helping participants identify and work toward life goals and priorities.

SSI Case Management

SSI Case Management includes assisting eligible participants with their application, hearings and other issues necessary to help them obtain eligibility for SSI.

Intensive Case Management

Intensive Case Management includes, but is not limited to: Job Shadowing; helping with job applications, job leads, and interviews; match jobs to the participants= ability, experience and interest; helping overcome barriers to employment; provide documentation to BCDJFS case managers in order to deal with non-compliance with OWF requirements; collaborating with BCDJFS case managers, supervisors, and participants to make decisions in their best interest; work with Children Services (when necessary) on family issues; provide transportation for appointments (occasionally); provide daily support to participants so they can remain employed; help participants obtain their drivers= license; helping with day care issues; work with participants on domestic violence issues; help participants with household needs; helping participants set life priorities and other services as needed

Ohio Works First

The state of Ohio program that implements the Federal Temporary Assistance to Needy Families (TANF) program.

Prevention, Retention and Contingency (PRC)

Prevention, Retention and Contingency (PRC) includes services and requirements outlined in the Belmont County Department of Job and Family Services' PRC Plan.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated.

A. Contractor Responsibilities

1. Contractor shall provide services which provide work experience and job readiness services to eligible participants. Services are provided to Belmont County residents who have a minor child and whose income is 150% of the federal poverty level guidelines or below and have been referred by the Belmont County Department of Job and Family Services and Belmont County residents who are on Ohio Works First (OWF) or have lost eligibility for OWF as a result of time limits on their benefits. Participants on any public assistance program are categorically eligible for ePLUS. Participants who were enrolled in the program prior to June 30, 2005, under the 2004-2005 contract, may be served under the new contract. This will include job shadowing and subsidized employment.
2. Contractor shall place participants at work sites at government entities, non-profits, businesses, etc.
3. Contractor will provide intensive case management; SSI case management; adult mentoring; life skills training; work readiness groups; assessment of participant skills, education and aptitude; and supportive services to help them succeed in the program and gain unsubsidized employment or eligibility for other non-TANF assistance programs such as SSI. These services include, but are not limited to: skills identification; goal setting; discussion of barriers to employment; resume writing; interviewing skills; team building; communication skills; helping with job applications, job leads, and interviews; match jobs to the participants' ability, experience and interest; hygiene and proper dress for work; employer expectations; and budgeting and checkbook 101. The Contractor will provide employment mentoring to assist participants in obtaining and retaining employment; helping to overcome barriers to employment; provide documentation to BCDJFS case managers in order to deal with non-compliance with OWF requirements; collaborating with BCDJFS case managers, supervisors and participants to make decisions in their best interest; and work with Children Services (when necessary) on family issues. The Contractor will provide specialized services for pregnant women either within the ePLUS program or through referrals. The Contractor may provide supportive services as necessary to help participants set life priorities so they can gain and retain employment. Other services may be provided as determined and agreed to by the Contractor and Purchaser. The Contractor will utilize the services and resources available at Connections to assist the participants.
4. Contractor shall pay all wages or stipends to participants.
5. Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
6. Contractor is responsible for monitoring each participant's activities after they are placed in the ePLUS Program.
7. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
8. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
9. Contractor may refer potential participants to the Purchaser for eligibility determination.
10. Contractor shall employ the necessary staff to operate the program.
11. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
12. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
13. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will assist Contractor in determining eligibility if necessary.
2. Purchaser will refer participants to Contractor.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will pay all costs related to providing the ePLUS Program, consistent with the provisions of Article VIII.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services to eligible Belmont County residents under the ePLUS Program to increase employability and assist participants in successfully moving from public assistance to unsubsidized employment. Services to be provided and skills to be achieved by the participants include but are not limited to:

1. **Providing ePLUS services as defined under Contractor responsibilities to eligible participants referred by the Belmont County Department of Job and Family Services.**
2. **Placement of up to 50 eligible Belmont County participants in the ePLUS Program. This may include participants who were enrolled under the 2004-2005 contract whose services carryover past June 30, 2005. Reporting should note the number of participants carried over from the previous contract period.**

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards.

Service-delivery measures

1. **Placement of up to 50 eligible Belmont County participants in the program.**

Output-effectiveness measures

1. **Seventy Percent of participants will complete the ePLUS Program or obtain unsubsidized employment prior to completing the Program or obtain eligibility for the Social Security Income (SSI) or other government program that leads to them leaving Ohio Works First.**
2. **Of those who complete the ePLUS Program or who gain unsubsidized employment prior to completing the Program, sixty percent will successfully retain unsubsidized employment for three months after leaving the program or obtain eligibility for the Social Security Income Program (SSI) or other government program that leads to them leaving Ohio Works First.**
3. **Eighty percent of participants will provide a positive response to a Customer Satisfaction Survey after completion of the program.**

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and the Fiscal Performance Report incorporated into this agreement as Exhibit 1. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

2. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to Purchaser the Output Effectiveness Performance Report incorporated into this agreement as Exhibit 2. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Upon mutual agreement between the Purchaser and the Contractor, the Purchaser may submit fiscal and performance reports that are a different layout than those in Exhibit 1 and 2 as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off- and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of TANF (CFDA# 93.558) funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$150,000.00**. **All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.**

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by Contractor. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for up to 50 participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative/Operating Staff Wages and Fringes	\$80,180.00
Participant Wages and Fringes	\$35,719.00
Operating Expenses	\$31,677.00
Administrative Expenses	\$2,424.00
TOTAL COST	\$150,000.00
MAXIMUM TANF AUTHORIZED REIMBURSEMENT AMOUNT	\$150,000.00
TOTAL CONTRACT AMOUNT	\$150,000.00

ARTICLE IX THROUGH XXXVII SAME AS ABOVE EXCEPT FOR THE FOLLOWING:

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners.

XXXVIII SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>6/22/05</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<u>Gary F. Obloy /s/</u>	<u>6/21/05</u>
Gary Obloy	Date
Community Action Commission of Belmont County	
<u>Charles R. Probst, Jr. /s/</u>	<u>6/29/05</u>
Belmont County Commissioner	Date
<u>Gordie W. Longshaw /s/</u>	<u>6/29/05</u>
Belmont County Commissioner	Date
Belmont County Commissioner	Date
<u>Chris Berhalter /s/</u>	<u>6/22/05</u>
Approved as to form:	
Belmont County Prosecutor	Date
Upon roll call the vote was as follows:	
Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ENTERING INTO
RENEWAL OF PURCHASE OF PERFORMANCE
OF SERVICES CONTRACT WITH AUTOMATION PLUS
FOR BASIC COMPUTER CLASSES FOR OWF (TANF) CUSTOMERS/
BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into renewal of Purchase of Performance of Services Contract with Automation Plus on behalf of the Belmont County Department of Job and Family Services for the provision of Basic Computer Classes for OWF (TANF) customers assigned to the Connections Employment Program. Effective dates are July 1, 2005 through June 30, 2006. Reimbursement to Contractor shall not exceed \$7,800.00

Note: The purpose of this contract is to provide Basic Computer Classes and Intermediate Computer Classes. The program will provide services to participants who are on public assistance (OWF) by making them familiar with the use of a computer to make them more employable and to help them with their job search efforts.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services**

Whereas, this contract, entered into on this 1st day of July, 2005, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Automation Plus (hereinafter "Contractor"), is for the purchase of the performance of the following services: Basic Computer Classes for OWF (TANF) customers assigned to the Connections Employment Program in accordance with the Ohio Revised Code, the rules of the Ohio Department of Job and Family Services and the Belmont County PRC plan. The program is funded with TANF Funds (*CFDA #93.558*).

I PURPOSE

The purpose of this contract is to provide Basic Computer Classes and Intermediate Computer Classes. The program will provide services to participants who are on public assistance (OWF) by making them familiar with the use of a computer to make them more employable and to help them with their job search efforts.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1074

Contractor: Jim Sacco, Owner
Automation Plus
510 Elm Street
Martins Ferry, OH 43935

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2005. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2006. The contract may be extended for one year based on the satisfactory performance of services by the Contractor.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

Belmont County residents who are on Ohio Works First (OWF) or have lost eligibility for OWF as a result of time limits on their benefits. Also, any PRC eligible participants referred by BCDJFS.

Ohio Works First

The state of Ohio program that implements the Federal Temporary Assistance to Needy Families (TANF) program

Prevention, Retention and Contingency (PRC)

Prevention, Retention and Contingency (PRC) includes services and requirements outlined in the Belmont County Department of Job and Family Services' PRC Plan.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor shall provide the following services for eligible Belmont County OWF or PRC participants Basic Computer Classes which will include teaching computer terms and general movement around a computer; introduction to Windows; maintenance, software and introduction to word processing and introduction to the internet. The complete lesson plan is attached to this contract. The contractor shall also provide Intermediate Computer Classes that include teaching Windows File Management and Configuration, Microsoft Word and Microsoft Excel.
2. Contractor shall provide services to only eligible families who are referred by BCDJFS and who are on or have just left OWF or are PRC eligible.
3. Contractor shall employ the necessary staff to operate the program.
4. Contractor shall meet all service requirements of this contract.
5. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
6. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
7. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will refer eligible participants to the Contractor.
2. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
3. Purchaser will pay all costs related to providing the Basic and Intermediate Computer Classes, consistent with the provisions of

Article VIII.

4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services through the Basic Computer Classes to eligible Belmont County families who have been referred to the program by BCDJFS. The services are designed to help participants on OWF and PRC to obtain basic computer skills which may make them more employable and help them with job search activities.

1. **Contractor shall provide the following services for eligible Belmont County participants: Basic Computer Classes which will include teaching computer terms and general movement around a computer; introduction to Windows; maintenance, software and introduction to word processing and introduction to the internet. The complete lesson plan is attached to this contract. The Contractor shall provide Intermediate Computer Classes that teaches Windows File Management and Configuration, Microsoft Word and Microsoft Excel.**

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Service-delivery measures

1. **The Basic and Intermediate Computer Classes will serve all eligible participants referred by the Belmont County Department of Job and Family Services.**

Output-effectiveness measures

1. **Sixty percent of participants will successfully complete the program.**

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser the Fiscal Performance Report (Or another suitable fiscal report) incorporated into this agreement as Exhibit 1. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to Purchaser the Service Delivery Performance Report incorporated into this agreement as Exhibit 2. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to Purchaser the Output Effectiveness Performance Report incorporated into this agreement as Exhibit 2. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Upon mutual agreement between the Purchaser and the Contractor, the Purchaser may submit fiscal and performance reports that are a different layout than those in Exhibit 1 and 2 as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off- and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of TANF Funds (CFDA #93.558). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$7,800.00**.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by Contractor. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for eligible participants in the Basic Computer Class Program. Detailed budget is attached.

ACTIVITY	TOTAL COST
Computer Class Instruction	\$7,800.00
TOTAL COST:	\$7,800.00
MAXIMUM TANF (CFDA #93.558) AUTHORIZED REIMBURSEMENT AMOUNT:	\$7,800.00
TOTAL CONTRACT AMOUNT:	\$7,800.00

ARTICLE IX THROUGH XXXVII SAME AS ABOVE

XXXVIII SIGNATURES

Dwayne D. Pielech /s/ 6/20/05
 Dwayne D. Pielech, Director Date
 Belmont County Department of Job and Family Services

Charles R. Probst, Jr. /s/ 6/29/05
 Belmont County Commissioner Date
Gordie W. Longshaw /s/ 6/29/05
 Belmont County Commissioner Date

 Belmont County Commissioner Date
Jim Sacco /s/ 6/20/05
 Jim Sacco Date

Automation Plus
Chris Berhalter /s/ 6/21/05
 Approved as to form: Date
 Belmont County Prosecutor

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Longshaw Yes
 Mr. Thomas Absent

**IN THE MATTER OF ENTERING INTO
RENEWAL OF PURCHASE OF PERFORMANCE
OF SERVICES CONTRACT WITH TRI-COUNTY HELP CENTER
FOR FAMILY VISITATION CENTER DIVERSION PROGRAM/
BCDJFS**

Motion made by Mr. Longshaw, seconded by Mr. Probst to enter into renewal of Purchase of Performance of Services Contract with Tri-County Help Center on behalf of the Belmont County Department of Job and Family Services for provision of the Family Visitation Center Diversion Program for the period of July 1, 2005 through June 30, 2006. Reimbursement to Contractor shall not exceed \$94,275.00.

Note: The program will provide services to eligible Belmont County families referred by the BCDJFS Children Services. The program will provide parents and children with a safe, nurturing environment through which to improve parenting skills and for neglectful/abusive parents to develop alternative patterns for parenting.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services**

Whereas, this contract, entered into on this 29th day of June, 2005, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Women's Tri-County Help Center (hereinafter "Contractor"), is for the purchase of the performance of the Family Visitation Center Diversion Program in accordance with the Ohio Revised Code, the rules of the Ohio Department of Job and Family Services and the Belmont County PRC plan.

I PURPOSE

The purpose of this contract is to provide the Family Visitation Center Diversion Program. The program will provide diversion services to eligible Belmont County families referred by BCDJFS Children Services. The program will provide parents and children with a safe, nurturing environment through which to improve parenting skills and for neglectful / abusive parents to develop alternative patterns for parenting. The income eligibility is 150% of the federal poverty level guidelines.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1074

Contractor: Women's Tri-County Help Center
104 2 North Marietta Street
St. Clairsville, OH 43950
740-695-5441

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2005. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2006.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

Belmont County children and families who are at or below 150% of the Federal Poverty Level Guidelines and who have been referred by the Belmont County Department of Job and Family Services' Children Services Unit. Eligible participants must have an on-going involvement with Children Services and working on a reunification plan.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and

incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor shall provide the following services for eligible Belmont County families: supervised exchanges; monitored visitation; facilitated visitation; parenting education; mediation, referral services and other services deemed necessary.
2. Contractor shall provide services to only eligible families who are referred by BCDJFS Children Services and who are at or below 150% of the Federal Poverty Level Guidelines.
3. Contractor shall provide for an Intake and Orientation Process for those eligible families referred to the program.
4. Contractor shall arrange and staff all visits of eligible families referred to the program.
5. Contractor shall provide reports to BCDJFS Children Services based on the documentation completed after each visit. This should include recommendations to Children Services regarding the family's progress and whether to increase or decrease the level of intervention provided by the Visitation Center.
6. Contractor shall provide reports to BCDJFS Children Services concerning unusual or improper acts by the child or parent
7. Contractor shall employ the necessary staff to operate the program.
8. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
9. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
10. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will refer eligible families to the Contractor
2. Purchaser will assist Contractor in determining eligibility if necessary.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.

4. Purchaser will pay all costs related to providing the Family Visitation Center Diversion Program, consistent with the provisions of Article VIII.
5. Purchaser will monitor Contractor=s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services through the Family Visitation Center Diversion Program to eligible Belmont County families who have been referred to the program by BCDJFS Children Services. The services include, but are not limited to, supervised exchanges, monitored visitation, facilitated visitation, parenting education, mediation and referral services.

1. The Family Visitation Center Diversion Program shall provide eligible Belmont County families with a safe environment to improve parenting skills.
2. The Family Visitation Center Diversion Program shall assist families with their service and reunification plans to reduce out-of-home placements.

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Service-delivery measures

1. **The Family Visitation Center Diversion Program shall serve up to one hundred or more eligible families and two hundred or more eligible children.**

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser the Fiscal Performance Report (Or another suitable fiscal report) incorporated into this agreement as Exhibit 1. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to Purchaser the Service Delivery Performance Report incorporated into this agreement as Exhibit 2. This report is due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties will be a breach of this contract, triggering Purchaser=s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of TANF Program funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$94,275.00**.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by Contractor. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for eligible families and children in the Family Visitation Center Diversion Program. Detailed budget is attached.

ACTIVITY	TOTAL COST
Unit Cost	\$23.11
4,080 Visitation Units @ \$23.11	\$94,275.00
TOTAL COST:	\$94,275.00
MAXIMUM TANF AUTHORIZED REIMBURSEMENT AMOUNT:	\$94,275.00
TOTAL CONTRACT AMOUNT:	\$94,275.00

ARTICLES IX THROUGH XXXII SAME AS ABOVE

XXXIII PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXIV PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

XXXV SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>6/20/05</u>
Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	Date
<u>Karen Scott /s/</u>	<u>6/21/05</u>
Karen Scott Women's Tri-County Help Center	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>6/29/05</u>
Belmont County Commissioner	Date
<u>Gordie W. Longshaw /s/</u>	<u>6/29/05</u>
Belmont County Commissioner	Date
Belmont County Commissioner	Date
<u>Chris Berhalter /s/</u>	<u>6/21/05</u>
Approved as to form: Belmont County Prosecutor	Date
Upon roll call the vote was as follows:	
Mr. Longshaw	Yes
Mr. Probst	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ENTERING INTO
RENEWAL OF VENDOR AGREEMENT WITH
COMMUNITY ACTION COMMISSION FOR
TRANSPORTATION/BCDJFS/TITLE XIX**

Motion to enter into renewal of Vendor Agreement with Community Action Commission on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline for the transportation of eligible clients to medical appointments. Effective date is July 1, 2005 through June 30, 2006. Maximum billable amount is \$20,000.00. This contract is funded with Title XIX dollars.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide transportation (gasoline) is made and entered into this 8th day of June, 2005 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as ADepartment@ and Community Action, a provider of Title XIX Services, hereinafter referred to as AProvider@. This agreement will be effective from July 1, 2005 through June 30, 2006 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing the delivery of the service.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 1.73 per Unit for _____ Units services .
- B. The maximum amount billable under this agreement is \$ 20,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 21st day of June .

Signature Dwayne D. Pielech /s/

Signature Gary F. Obloy /s/

Dept. of Job and Family Services

Provider Signature

Belmont County Department of Job and Family Services
Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 6/22/05

Date 6/21/05

Signature Charles R. Probst, Jr. /s/

Date 6/29/05

Signature Gordie W. Longshaw /s/

Date 6/29/05

Signature _____

Date _____

Belmont County Commissioners

Approved as to form Chris Berhalter /s/

Date 6/22/05

Prosecutor

Upon roll call the vote was as follows:

- Mr. Longshaw Yes
- Mr. Probst Yes
- Mr. Thomas Absent

**IN THE MATTER OF ENTERING INTO
RENEWAL OF VENDOR AGREEMENT WITH
ATTORNEY GRACE HOFFMAN FOR ADULT PROTECTIVE SERVICES-LEGAL SERVICES
/BCDJFS**

Motion made by Mr. Longshaw, seconded by Mr. Probst to enter into renewal of Vendor Agreement with Attorney Grace Hoffman on behalf of the Belmont County Department of Job and Family Services for the provision of Adult Protective Services-Legal Services. Effective date is July 1, 2005 through June 30, 2006. Maximum billable amount is \$4,000.00

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide Adult Protective Services - Legal Services made and entered into this 17th day of June, 2005 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as "Department" and Grace Hoffman, a provider of Legal Services hereinafter referred to as "Provider". This agreement will be effective from July 1, 2005 through June 30, 2006 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

A THROUGH J SAME AS ABOVE

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 80.00 per hour Unit for 50 Units services 42.(Service Code)
- B. The maximum amount billable under this agreement is \$ 4,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of

county, state, and federal matching funds.

- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 21st day of June 2005.

Signature Dwayne Pielech per Tom King /s/
Dept. of Job and Family Services

Signature Grace Hoffman /s/
Provider

Belmont County Department of Job and Family Services
Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 6/21/05

Date 6/21/05

Signature Charles R. Probst, Jr. /s/

Date 6/29/05

Signature Gordie W. Longshaw /s/

Signature
Belmont County Commissioners

Approved as to form:

Chris Berhalter /s/

6/20/05

Belmont Co. Prosecutor

Date

Upon roll call the vote was as follows:

- Mr. Longshaw Yes
- Mr. Probst Yes
- Mr. Thomas Absent

**IN THE MATTER OF ENTERING INTO
RENEWAL AGREEMENT WITH COMMUNITY ACTION COMMISSION
FOR OHIO FAMILY & CHILDREN FIRST COUNCIL'S HELP ME GROW
PROGRAM/BCDJFS**

Motion made by Mr. Longshaw, seconded by Mr. Probst to enter into renewal agreement with Community Action Commission on behalf of the Belmont County Department of Job and Family Services for the Ohio Family & Children First Council's *Help Me Grow Program Early Intervention Component Part C*. Effective date is July 1, 2005 through June 30, 2006. Maximum billable amount is \$80,003.00

- o *Note: Help Me Grow is a collaborative and integrated system of services and supports to help families create an environment conducive to growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency.*

Help Me Grow Program Contract

This agreement to provide services for the Ohio Family & Children First Council's **Help Me Grow Program** is entered into on this 1st day of July '05, by and between the **Belmont County Department of Job and Family Services**, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "Department" and the **Community Action Commission of Belmont County**, hereinafter referred to as "Provider".

ARTICLE I: PURPOSE

Help Me Grow is a collaborative and integrated system of services and supports to help families create an environment conducive to the growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency. **Help Me Grow** services are delivered through a community-based flexible service mechanism, including home visits. The Ohio Department of Health (ODH) has consolidated several programs whose primary target population is infants and toddlers, birth through two years of age. Under this agreement, the provider shall implement and provide services in accordance with the attached Subsidy Agreement by and between ODH and the Department as it relates to the **Early Intervention Component (Part C)** of the **Help Me Grow Program**.

ARTICLE II: EFFECTIVE DATES

This contract shall extend from July 1, 2005 through June 30, 2006, inclusive, unless otherwise terminated pursuant to Article V may be extended beyond this time period upon the execution of a written amendment pursuant to Article V contingent upon available funding.

ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed **\$80,003.00** unless both the **Provider** and the **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed a required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the **Department** within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV. GENERAL REGULATIONS

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this Agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council which has the unrestricted right to reproduce, distribute, modify, maintain and use. All materials and items produced under this Contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.
- B. **Provider** will comply with all applicable federal and state regulations rules, statues, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating **Help Me Grow**, including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may, from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council, communicate specific instructions to the Provider concerning the performance of activities described in this contract within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in the Subsidy Agreement, and are not intended to amend or alter any part of this Contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

ARTICLE V: TERMINATION AND AMENDMENT

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the executive director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement,

**IN THE MATTER OF ENTERING INTO
TITLE XX PURCHASE OF SOCIAL SERVICES CONTRACT
WITH BELMONT COUNTY STUDENT SERVICES/BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a Title XX Purchase of Social Services Contract on behalf of the Belmont County Department of Job and Family Services with **Belmont County Student Services** for the purpose of providing mental health intervention, support service, and substance abuse intervention to children ages 6-18 so that they can develop the skills necessary to pursue a healthy lifestyle. Student Services serves school districts in Bellaire, Bridgeport, Martins Ferry, Shadyside, Union Local and the Belmont Career Center.

Contract period July 1, 2005 through June 30, 2006 *Total amount \$20,000.00*

OHIO PURCHASE OF SOCIAL SERVICE CONTRACT

This contract made and entered into on the 17th day of June, 2005, by and between the Belmont County Department of Job and Family Services (BCDJFS) and **Student Services** doing business at 349 35th St., Bellaire, OH 43906, a provider of service (hereinafter referred to as "provider", pursuant to Title XX of the social security act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job and Family Services, the county department of job and family services is authorized to contract with public or private agencies for the purchase of social services. The following are the terms of the contract.

1. **PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this contract and the attached exhibits (such exhibits are deemed to be part of this contract as fully as if set forth herein), CDJFS agrees to purchase for, and the provider agrees to furnish to eligible individuals (see Articles 6 and 7) those specific social services detailed in this agreement.
2. **CONTRACT PERIOD:** This contract will be effective from July 1, 2005 through June 30, 2006 inclusive, unless otherwise terminated. In no case may the contract period exceed two years and in all cases, the contract must coincide with the state biennium. Contract periods may be agreed upon for less than one (1) year.
3. **AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Local Matching Funds	\$
State Funds	\$
Federal Funds	\$ <u>20,000.00</u>
TOTAL	\$ <u>20,000.00</u>

When match is required, the provider's signature on this contract is certification that the amount of local funds required for this contract will be available when needed.

Federal Title XX funds shall be available to counties at a rate between ninety per cent and one hundred per cent of the cost of the services. Counties may vary the required match from providers 0 to 50%.

No local match is required for child day-care services.

4. **LIMITATION ON SOURCE OF LOCAL MATCH:**
 - (a) Provider warrants that any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
 - (b) Provider further warrants that the local share is not provided from any source which is prohibited by state or federal law.

5. **COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article 3 hereof and as detailed in Exhibit II, the amount to be paid for such purchased services will be based on the following criteria which may not exceed the unit rate maximums established. Reimbursement under this agreement will be by fixed unit rate/actual cost (Circle one).

A negotiated	\$ <u>93.19</u>	per service code	<u>716</u>
unit rate of *	\$ _____	per service code	
	\$ _____	per service code	
	\$ _____	per service code	
	\$ _____	per service code	
	\$ _____	per service code	

* Reflects upper limit if negotiated on actual cost basis.

Provider shall submit to CDJFS a monthly report of actual expenditures.

6. **SCOPE OF SERVICES:** See attached exhibit for an explanation regarding the services that are to be provided.
7. **FEES:** Provider shall collect a service fee from eligible individuals in the manner prescribed by this contract. All such fees shall be deducted from total service reimbursement requested from the CDJFS. No additional fees will be charged eligible individuals for services purchased under the terms of this contract.
8. **ELIGIBILITY FOR SERVICES:** The provider of services may determine eligibility for all service recipients directly or through a subcontract or other agreement with a county department of job and family services or a public or private nonprofit agency or organization. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in Chapter 5101:2-29 of the Administrative Code. The CDJFS may make eligibility determinations if it concludes that doing so would benefit customers or result in more efficient operation of the Title XX social services programs in the county, or if it concludes that a provider is making unsatisfactory eligibility determinations.
9. **REFERRAL PROCEDURES:** If an individual initially applies to the provider, the services will be initiated in accordance with the procedures outlined in Exhibit I. If individuals initially apply to the CDJFS for purchased services, the CDJFS will provide all applicants with a list of those providers offering the appropriate service(s) who are under contract to the CDJFS.
10. **PAYMENT FOR PURCHASED SERVICES:** Provider will, within thirty days of the end of each month, submit an invoice to the CDJFS covering purchased monthly actual expenditures, the number of persons served, number of units, and amount claimed based on the negotiated contract in each eligibility category for each service covered in the contract. The CDJFS will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment by the CDJFS before such payment is made in order to adjust for mathematical errors, incorrect rates, or noncovered services, and the reported expenditures are subject to audit by appropriate state or federal officials or an independent audit as described in Article 16 after payment is made. All services, except child day-care services, will be reimbursed between fifty per cent and one hundred per cent of the invoice total. No CDJFS shall require or pay any administrative costs from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.
11. **REPORTING REQUIREMENTS:** Provider will submit periodic reports to CDJFS to evaluate Provider's progress toward reaching performance measures as stated in the contract.
12. **SUBCONTRACTING:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the provider may subcontract. All such subcontracts shall be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the provider of his liability under this contract. Provider is responsible for making direct payment for such services.
13. **INDEPENDENT CONTRACTORS:** Providers, agents, and employees of the provider will act in performance of this contract in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CDJFS.
14. **DUPLICATE BILLING:** Provider warrants that claims made to CDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims by provider to other sources of funds for the same service.
15. **FINANCIAL RECORDS:** The provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 16 of this contract.
16. **ELIGIBILITY DETERMINATION RECORDS:** When the provider determines eligibility, the provider shall maintain all necessary documents which shall reflect that a proper eligibility determination was made for each and every eligible individual. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 16 of this contract.

- 17. **AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years from the date of the submission of ODJFS's final expenditure report, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by CDJFS.
- 18. **RESPONSIBILITY FOR AUDIT:** Provider agrees to, if required by the director of the CDJFS on the basis of evidence of misuse of improper accounting of funds or substantial errors in determinations of eligibility for which the provider is responsible, have conducted an independent audit of expenditures or determinations of eligibility or both and make copies of the audit available to the CDJFS.
- 19. **RESPONSIBILITY FOR ANNUAL FINANCIAL STATEMENT:** The provider agrees to complete and submit an annual financial statement within thirty days of the end of the fiscal year.
The provider agrees to have prepared, if applicable, review of determination of eligibility under the program and within thirty days of the fiscal year, make copies of the review available to the county department of job and family services.
The form and scope of this review shall be at the discretion of the CDJFS.
The provider agrees to have prepared monthly reports identifying the number of persons served and actual expenditures of Title XX funds in each eligibility category for each service.
- 20. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of the provider contract.
 - (a) The provider agrees to pay to CDJFS the full amount of the payment received on behalf of individuals and families not covered by sections 5101.46(c)(1)(F) and 5105.46(c)(3) of the revised code for whom eligibility has not been established in accordance with policies and procedures established by the Ohio Department of Job and Family Services in Chapter 5101:2-29 of the Administrative Code.
 - (b) The provider agrees to pay the CDJFS the full amount of payment received for services not covered by the providers contract.
 - (c) The provider agrees to pay the CDJFS the full amount of payment received for duplicate billings, erroneous billings, deceptive claims or falsification.
 - (d) The provider is not required to repay overpayment caused by the negotiated rate being in excess of the provider's costs unless that rate was based upon: nonallowable costs; false or deceptive claims of estimated costs; projected expenditures for additional goods, services or personnel which the provider did not secure; or the contract was negotiated on a cost reimbursable basis.
 - (e) As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, or omission which creates, confirms or perpetuates a fake impression in another objective or subjective fact.
- 21. **SAFEGUARDING OF CLIENT:** Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the CDJFS's or provider's responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
- 22. **CIVIL RIGHTS:** CDJFS and provider agrees that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
- 23. **FAIR HEARING:** CDJFS and provider agree that the provider is responsible for fulfilling responsibilities relative to appeals and state hearings in accordance with Chapter 5101:2-30 of the Administrative Code as outlined in Exhibit I.
- 24. **INDEMNITY AND INSURANCE:**
 - (a) Indemnity: Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the CDJFS, the Ohio Department of Job and Family Services, and the Board of County Commissioners in which the CDJFS is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
 - (b) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
- 25. **MONITORING AND EVALUATION:** CDJFS and provider will, as detailed in Exhibit I, monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which the objectives are being achieved.
- 26. **TERMINATION:** This contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This contract may also be terminated on the basis of adverse findings in the audit required by Article 16 or at any time upon thirty days written notice by either party.
- 27. **AMENDMENT OF CONTRACT:** This contract may be amended at any time by a written amendment signed by both parties in the manner required by state regulations. Reasons for amendment may include, but are not necessarily limited to, the following:
 - (a) The quality or extent of purchased services furnished by provider has been reduced or improved.
 - (b) The maximum unit rate has varied significantly from actual cost.
 - (c) The provider fails to meet the necessary state and federal licensing requirements.
 - (d) The number of units has exceeded the number of projected units in Exhibit II for two consecutive months.
 - (e) The LOCAL MATCH RATE CHANGES.
- 28. **PUBLICITY:** In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under the State of Ohio's social services program (Title XX) through federal and state reimbursement.
- 29. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The provider agrees as a condition of the contract to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

Belmont County Department of Job and Family Services

<u>Dwayne D. Pielech /s/</u>	<u>6/20/05</u>
AUTHORIZED COUNTY REPRESENTATIVE	DATE

<u>Janet Groome /s/</u>	<u>6/21/05</u>
AUTHORIZED PROVIDER REPRESENTATIVE	DATE

Executive Director
TITLE
349 35th Street, Bellaire, OH 43906
ADDRESS

<u>Charles R. Probst, Jr. /s/</u>	<u>6/29/05</u>
<u>Gordie W. Longshaw /s/</u>	

Belmont County Commissioners Date

<u>Chris Berhalter /s/</u>	<u>6/20/05</u>
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Approved as to form: Date

Belmont County Prosecutor

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ENTERING INTO RENEWAL OF
TITLE XX PURCHASE OF SOCIAL SERVICES CONTRACT
WITH BELMONT COUNTY HEALTH DEPARTMENT/BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a renewal of the Title XX Contract with the Belmont County Health Department on behalf of the Belmont County Department of Job and Family Services for the purpose of assisting the Health Department with its Family Planning program (help to pay for individual consultations and initial examinations at the monthly clinics) for both adults and teens.

Contract period July 1, 2005 through June 30, 2006 *Total amount \$20,500.00*

OHIO PURCHASE OF SOCIAL SERVICE CONTRACT

This contract made and entered into on the 20th day of June, 2005, by and between the Belmont County Department of Job and Family Services (BCDJFS) and Belmont County Health Department, doing business at 68501 Bannock Rd., St. Clairsville, OH 43950, a provider of service (hereinafter referred to as "provider", pursuant to Title XX of the social security act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job and Family Services, the county department of job and family services is authorized to contract with public or private agencies for the purchase of social services. The following are the terms of the contract.

1. **PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this contract and the attached exhibits (such exhibits are deemed to be part of this contract as fully as if set forth herein), CDJFS agrees to purchase for, and the provider agrees to furnish to eligible individuals (see Articles 6 and 7) those specific social services detailed in this agreement.
2. **CONTRACT PERIOD:** This contract will be effective from July 1, 2005 through June 30, 2006, inclusive, unless otherwise terminated. In no case may the contract period exceed two years and in all cases, the contract must coincide with the state biennium. Contract periods may be agreed upon for less than one (1) year.
3. **AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Local Matching Funds	\$
State Funds	\$
Federal Funds	\$ <u>20,500.</u>
TOTAL	\$ <u>20,500.</u>

When match is required, the provider's signature on this contract is certification that the amount of local funds required for this contract will be available when needed.

Federal Title XX funds shall be available to counties at a rate between ninety per cent and one hundred per cent of the cost of the services. Counties may vary the required match from providers 0 to 50%.

No local match is required for child day-care services.

4. **LIMITATION ON SOURCE OF LOCAL MATCH:**
 - (a) Provider warrants that any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
 - (b) Provider further warrants that the local share is not provided from any source which is prohibited by state or federal law.

5. **COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article 3 hereof and as detailed in Exhibit II, the amount to be paid for such purchased services will be based on the following criteria which may not exceed the unit rate maximums established. Reimbursement under this agreement will be by fixed unit rate/actual cost (Circle one).

A negotiated	\$ <u>730.02</u>	per service code	<u>50.73</u>
unit rate of *	\$ <u>730.05</u>	per service code	<u>126.97</u>
	\$ <u>730.05</u>	per service code	<u>103.99</u> initial visit
	\$ _____	per service code	
	\$ _____	per service code	
	\$ _____	per service code	

* Reflects upper limit if negotiated on actual cost basis.

Provider shall submit to CDJFS a monthly report of actual expenditures.

ITEMS 6-29 SAME AS ABOVE

<u>Belmont</u> County Department of Job and Family Services	
<u>Dwayne D. Pielech /s/</u>	<u>6/22/05</u>
AUTHORIZED COUNTY REPRESENTATIVE	DATE
<u>Harold L. Vermillion /s/</u>	<u>6/21/05</u>
AUTHORIZED PROVIDER REPRESENTATIVE	DATE
<u>Administrator</u>	
TITLE	

<u>ADDRESS</u>	
<u>Charles R. Probst, Jr. /s/</u>	<u>6/29/05</u>
<u>Gordie W. Longshaw /s/</u>	
Belmont County Commissioners	Date
<u>Chris Berhalter /s/</u>	<u>6/21/05</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ENTERING INTO
TITLE XX PURCHASE OF SOCIAL SERVICES CONTRACT
WITH BELMONT COUNTY COMMUNITY ACTION COMMISSION/BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a Title XX Contract with the Belmont County Community Action Commission on behalf of the Belmont County Department of Job and Family Services for the purpose of providing transportation services to Title XX eligible persons.

Contract period July 1, 2005 through June 30, 2006 *Total amount \$20,000.00*

OHIO PURCHASE OF SOCIAL SERVICE CONTRACT

This contract made and entered into on the 20th day of June, 2005, by and between the Belmont County Department of Job and Family Services (BCDJFS) and Community Action Commission of Belmont County, doing business at 153 1/2 W. Main St., St. Clairsville, OH 43950, a provider of service (hereinafter referred to as "provider", pursuant to Title XX of the social security act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job and Family Services, the county department of job and family services is authorized to contract with public or private agencies for the purchase of social services. The following are the terms of the contract.

1. **PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this contract and the attached exhibits (such exhibits are deemed to be part of this contract as fully as if set forth herein), CDJFS agrees to purchase for, and the provider agrees to furnish to eligible individuals (see Articles 6 and 7) those specific social services detailed in this agreement.

2. **CONTRACT PERIOD:** This contract will be effective from July 1, 2005 through June 30, 2006, inclusive, unless otherwise terminated. In no case may the contract period exceed two years and in all cases, the contract must coincide with the state biennium. Contract periods may be agreed upon for less than one (1) year.
3. **AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Local Matching Funds	\$
State Funds	\$
Federal Funds	\$ <u>20,000.00</u>
TOTAL	\$ <u>20,000.00</u>

When match is required, the provider's signature on this contract is certification that the amount of local funds required for this contract will be available when needed.

Federal Title XX funds shall be available to counties at a rate between ninety per cent and one hundred per cent of the cost of the services. Counties may vary the required match from providers 0 to 50%.

No local match is required for child day-care services.

4. **LIMITATION ON SOURCE OF LOCAL MATCH:**
- (a) Provider warrants that any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
- (b) Provider further warrants that the local share is not provided from any source which is prohibited by state or federal law.

5. **COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article 3 hereof and as detailed in Exhibit II, the amount to be paid for such purchased services will be based on the following criteria which may not exceed the unit rate maximums established. Reimbursement under this agreement will be by fixed unit rate/actual cost (Circle one).

A negotiated unit rate of *	\$ <u>735.02</u> per service code <u>1.73</u>
	\$ _____ per service code
	\$ _____ per service code
	\$ _____ per service code
	\$ _____ per service code
	\$ _____ per service code
	for provision of service.

* Reflects upper limit if negotiated on actual cost basis.

Provider shall submit to CDJFS a monthly report of actual expenditures.

ITEMS 6-29 SAME AS ABOVE

Belmont County Department of Job and Family Services

<u>Dwayne Pielech /s/</u>	<u>6/22/05</u>
AUTHORIZED COUNTY REPRESENTATIVE	DATE
<u>Gary F. Obloy /s/</u>	<u>6/21/05</u>
AUTHORIZED PROVIDER REPRESENTATIVE	DATE

Executive Director
TITLE
153 1/2 West Main Street, St. Clairsville, OH 43950
ADDRESS

<u>Charles R. Probst, Jr., /s/</u>	
<u>Gordie W. Longshaw /s/</u>	<u>6/29/05</u>
	Date

Belmont County Commissioners
Approved as to form:
Chris Berhalter /s/ 6/22/05
Belmont County Prosecutor Date

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF ENTERING INTO CONTRACT WITH MICHAEL MCGLUMPHY, CONSULTING/BCDJFS/WIA

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into Contract with Michael McGlumphy, Consulting on behalf of the Belmont County Department of Job and Family Services for the period of July 1, 2005 through June 30, 2006 in an amount not to exceed \$114,408.00.

Note: For the purpose of coordinating activities required by the Workforce Investment Act for Belmont, Carroll, Harrison and Jefferson Counties in collaboration with Workforce Investment Area 16's Council of Government and Workforce Investment Board

**CONTRACT BETWEEN THE
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
(BCDJFS)
AND
MICHAEL MC GLUMPHY, CONSULTING**

PURPOSE:

To coordinate activities required by the Workforce Investment Act for Belmont, Carroll, Harrison, and Jefferson Counties in collaboration with Workforce Investment Area 16's Council of Government and Workforce Investment Board.

PARTIES:

The parties to this agreement are as follows:

Purchaser:	The Belmont County Department of Job and Family Services 310 Fox Shannon Place St. Clairsville, OH 43950 740-695-1074
Contractor:	Michael Mc Glumphy Consulting 63656 Arrowhead Road Cambridge, OH 43725 (740) 432-5476

SCOPE OF WORK:

THE CONTRACTOR AGREES TO PROVIDE THE FOLLOWING SERVICES TO THE BCDJFS:

- Coordinate the implementation and operation of the Workforce Investment Act.
- Under the direction of the Council of Government (COG), the Workforce Investment Board (WIB), and the Youth Council (YC), maintain the current Intergovernmental Agreement and Bylaws coordinate activities and maintain membership rosters for each group.
- Plan and provide meeting materials for each group.
- Prepare a written agenda and record minutes of meetings.
- Prepare, modify, and submit the Strategic Five Year Local Workforce Development Plan and the Youth Plan for the combined four county areas.

- F. Provide liaison between state and federal program monitors.
- G. Maintain all required COG, WIB, and YC records and make them available as requested by monitors.
- H. Coordinate WIA program operators' responses to monitoring reports.
- I. Ensure compliance with all applicable directives.
- J. Coordinate the submission of resolutions and signed applications.
- K. Submit reports as requested or directed.
- L. Assist with development of all required agreements, plans and Memorandum of Understanding.
- M. Assist with selection of service providers as necessary.
- N. Assist with Request for Proposals for Adult and Youth services as necessary.
- O. Assist with Youth Provider selection.
- P. Collect performance, participant, and fiscal data for monthly reporting to the COG and WIB.
- Q. Provide assistance to the Fiscal Agent and One Stop Operators as required.
- R. Plan and provide meeting material for Quarterly One Stop System meetings.
- S. Collect and provide statistical data on One Stop System operations.
- T. Facilitate and coordinate the drafting and approval of local WIB policies and procedures.
- U. Provide clerical duties as required by the COG, WIB, and YC.
- V. Provide other duties as identified by the COG, WIB, and YC.
- W. Provide WIA monitoring services to Belmont, Carroll and Harrison Counties.

IN COOPERATION WITH THE WORKFORCE INVESTMENT BOARD, THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (PURCHASER) AGREES TO PROVIDE THE FOLLOWING:

- A. BCDJFS agrees to cooperate and collaborate with Michael Mc Glumphy, Consulting, to plan, implement and monitor the provision of services under this agreement.
- B. BCDJFS agrees to maintain communication with Michael Mc Glumphy, Consulting, on local Workforce Investment Act program and related activities as it applies to all counties within Workforce Investment Area 16.
- C. BCDJFS will coordinate with Michael Mc Glumphy Consulting, to accomplish the following:
 - 1. Reporting WIA performance for the one-stop system and its partners and contracted vendors.
 - 2. Submitting all reported information to the Council of Government, Local Workforce Investment Board, Youth Council and ODJFS.
 - 3. Maintaining the Eligible provider list for the ITA system, per the direction of the Local Workforce Investment Board.

EFFECTIVE DATE:

The effective date of this contract shall be July 1, 2005, upon approval and signature of all parties and continue through June 30, 2006. Total expenditures may not exceed \$114,408.00. This contract may be extended one (1) year to June 30, 2007, upon agreement of Workforce Investment Board and approval by the Council of Government.

CONSIDERATION:

- A. Michael Mc Glumphy Consulting shall submit invoices on a monthly basis. Invoices shall be submitted to the Belmont County Department of Job and Family Services, to the attention of the Fiscal Officer by the tenth day of the following month. All such invoices shall contain the following information:
 - 1. Contractor name, address and Federal ID number and/or Social Security number.
 - 2. Billing period.
 - 3. Total amount of invoice.
 - 4. Authorized signature.
- B. Payment by BCDJFS shall be made within thirty (30) days of receipt of correct invoice.
- C. Payment rate is \$9,534.00 per month. Total expenditures may not exceed \$114,408.00.

EVALUATION AND MONITORING:

The BCDJFS, with the cooperation of Michael Mc Glumphy Consulting, will complete periodic monitoring and evaluation activities as deemed necessary by the BCDJFS. The continuation of this contract shall be contingent upon the program objectives contained in the contract being achieved.

MICHAEL MC GLUMPHY CONSULTING OBLIGATIONS:

Michael Mc Glumphy Consulting shall abide by Federal, State and Local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

Michael Mc Glumphy Consulting shall not perform in any way inconsistent with the terms of this contract except as approved, in writing by the BCDJFS, Workforce Investment Board and Council of Government for WIA-16. Adjustment in the services to be provided may not be made without prior approval of the BCDJFS and/or Workforce Investment Board and Council of Government for WIA-16.

TERMINATION:

Either party upon thirty (30) days written notice may terminate this contract for any reason.

CONFIDENTIALITY:

The Contractor agrees that he shall use any information, systems, records, or other materials of a confidential nature, for any purpose than to fulfill the contractual duties specified herein or other duties imposed by law. The Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of BCDJFS and the State of Ohio.

ASSIGNMENTS AND SUBCONTRACTS:

The Contractor shall not assign any interest, including subcontracting, in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of BCDJFS and the Workforce Investment Board and Council of Government for WIA-16, and subject to such conditions and provisions as BCDJFS may deem necessary.

INDEPENDENT CONTRACT:

The Contractor agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of the agreement. The Contractor agrees that, as an independent contractor, he assumes all responsibility for any federal, state, municipal or other tax liabilities which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Michael Mc Glumphy Consulting certifies that no later than the first effective date of this contract, all approvals, licenses or other qualifications necessary to conduct business in Ohio will be obtained. In the absence of such approvals, licenses or other qualifications, this contract shall be void as of the first effective date.

NONDISCRIMINATION:

The Contractor may not, in the performance of this contract, discriminate against any employee who is employed in the work covered by this contract, or against any applicant for such employment and Contractor shall not discriminate against individuals because of race, color, religion, age, sexual preference, sex, handicap, or national origin.

RECORDS AND AUDITS:

The Contractor agrees to maintain all books, records, documents, and other evidence pertaining to the cost, expenses and records of this Contract to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor materials, equipment, supplies, and services as well, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract, and will follow all county, State of Ohio and Federal record retention policies regarding disposal.

INDEMNIFICATION:

The Contractor understands and agrees that it is an independent Contractor and agrees to indemnify and hold the BCDJFS harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including but not limited to costs and expenses, arising out of breach of contract, acts of omissions of the Contractor and findings for recovery relating to any and all audits.

AMENDMENTS:

This Contract may be amended in writing. No amendment shall be effective until such date, as both parties have executed a written agreement.

MISCELLANEOUS:

Any notice to the BCDJFS shall be sufficient if sent certified mail, return receipt requested, if such notice states that it is a formal notice related to the Contract. Any notice to the Contractor shall be sufficient if sent certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this Contract.

If there is any publicity releases or other public reference including media release, information pamphlets, etc., on the services provided under this contract, it will be clearly stated that the project is funded under the State of Ohio's Workforce Investment Act.

In respect to the award and operation of this Contract, the BCDJFS and Contractor agree to comply with all applicable Federal and State laws. This Contract is to be construed, governed and enforced under the laws of the State of Ohio.

Performance of the contract by the Belmont County Department of Job and Family Services is contingent upon approval of the WIA 16 Council of Government and upon availability of State and Federal Funds.

CONTRACT APPROVED BY:

Dwayne D. Pielech /s/ 6/24/05
Dwayne D. Pielech, Director Date
Belmont County Department of Job and Family Services

Michael K. McGlumphy /s/ 6/24/05
Michael K. McGlumphy Date
Michael McGlumphy Consulting

Charles R. Probst, Jr. /s/ 6/29/05
Belmont County Commissioner Date

Gordie W. Longshaw /s/ 6/29/05
Belmont County Commissioner Date

Belmont County Commissioner Date
Robert Quirk /s/ 6/24/05
Approved as to form: Date
Belmont County Prosecutor

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Longshaw Yes
Mr. Thomas Absent

**IN THE MATTER OF AUTHORIZING
AMENDMENT NO. 1 TO THE IV-D CONTRACT
WITH BELMONT COUNTY COMMON PLEAS
COURT MAGISTRATE/BCDJFS-CSEA**

Motion made by Mr. Probst, seconded by Mr. Longshaw to authorize Amendment No. 1, effective April 1, 2005, to the IV-D Service Contract with Belmont County Common Pleas Court Magistrate, on behalf of BCDJFS/ Child Support Enforcement Agency, containing the ODJFS Contract Number 07050704, which became effective January 22, 2005. The contract total is being reduced from \$132,312.65 to \$44,629.70 as a result of an agreement between the Office of Child Support in Columbus and the Magistrate that allows for payment of court judgment entries that are based on CSEA initiated cases only.

Federal Share 66%-\$29,455.60, Local share 34%-\$15,174.00

**AMENDMENT TO IV-D CONTRACT
AMENDMENT NO. 1**

- III. A. Adjusts the per unit rate from \$155.20 per hour to \$41.71 per CSEA initiated judgment entry as reflected in the attached JFS 07020 Form, if applicable.
- B. Adjusts the maximum number of units purchased from 852.53 hours to 1070 CSEA initiated judgment entries.
- IV. Provides for changes of language in the contract forms listed below and attached to this amendment: unit of service is changed to a CSEA initiated judgment entry that summarizes the Court's activity and results of any CSEA initiated case with or without a hearing. Magistrate will no longer be billing for non-CSEA initiated cases.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Longshaw Yes
Mr. Thomas Absent

**IN THE MATTER OF ENTERING INTO
WORKERS' COMPENSATION GROUP RATING PLAN AGREEMENT
WITH CCAO FOR 2006 RATING PERIOD**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into the Workers' Compensation Group Rating Plan Agreement with the County Commissioners Association of Ohio for the 2006 rating period. The term of this agreement shall commence on the date of execution and shall be continuing and shall be applicable to all rating periods beginning January 1, 2006 and thereafter.

- o Note: The CCAO Group Rating Plan is intended to achieve lower workers' compensation rates for the Group and result in the establishment of safer working conditions and environments for each Participant.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO

WORKERS' COMPENSATION GROUP RATING PLAN AGREEMENT

THIS AGREEMENT, dated as of July 1, 2005, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and BELMONT COUNTY ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners, Association of Ohio ("CCAO") acting through CCAOSC, its Service Corporation, as sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a group for the benefit of its membership for the purpose of obtaining a group rating pursuant to Section 4123.29, ORC. The terms and conditions for participation in the CCAO group rating plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Rating Plan, hereafter referred to as the "CCAO Group Rating Plan" or the "Plan". The principal office of the CCAO Group Rating Plan shall be located at 37 W. Broad Street, Suite 650, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Rating Plan is intended to: (1) achieve lower workers' compensation rates for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

1. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:
 - (1) CCAO was created more than two years prior to the date of application for Group coverage.
 - (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
 - (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
 - (4) The aggregate workers' compensation premiums of the Group members are expected to exceed \$150,000 during the rating period covered by this Agreement.
2. The Participant represents and warrants as follows:
 - (1) It is a member in good standing of the County Commissioners' Association of Ohio.
 - (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.
 - (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
 - (4) Its 2004 calendar year payroll does not exceed \$ 55,000.00. Counties with a 2004 calendar year payroll of \$ 55,000.00 or more will not be eligible for membership in the Rating Plan. The maximum annual payroll amount may be adjusted annually by the CCAO Workers' Compensation Group Rating Plan.
 - (5) It is current in all financial obligations to the Group.

Section V. BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Rating Plan.

3. CCAOSC shall:
 - (1) coordinate and administer the CCAO Group Rating Plan in accordance with this agreement.
 - (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Rating Plan; and
 - (3) perform such additional duties as are required of it by this Agreement.
4. The Participant shall:
 - (1) join and participate in the CCAO Group Rating Plan; and
 - (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: PENALTY RATED PARTICIPANTS

Additionally, the Participant recognizes that the inclusion of Group members with a penalty modification detrimentally affects the Group rate. Each year, CCAOSC, in cooperation with the administrator, shall analyze the projected experience modification of all prior year plan members. CCAOSC, in its sole discretion, may determine that a plan Participant is not eligible for any subsequent year Group plan and not renew said Participant. Alternatively, CCAOSC, in its sole discretion, may create additional allocations or contributions of such Participants, including the formation of a "Premium Discount Pool".

Effective June 1, 1999, a penalty rated county that has not previously participated in the Plan will not be eligible for membership in the Plan.

Section VII: PREMIUM DISCOUNT POOL PARTICIPANTS

Effective for the policy year commencing January 1, 1998, CCAOSC has created a Premium Discount Pool. Prior year Participants projected to be in a penalty rating **must participate** in the CCAOSC Premium Discount Pool in order to remain in the Group Rating Plan. CCAOSC Premium Discount Pool participants are required to implement the **CCAO 10 Step Safety Plan for County Government**, and must submit an annual progress report to CCAOSC. However, enrollment in the Bureau of Workers' Compensation Premium Discount Program (PDP) shall be at the discretion of the Participant. To enroll in the BWC's PDP, the Participant shall complete and submit directly to the BWC a "UA-5 Application For Premium Discount Program", and shall meet all requirements of the Bureau of Workers' Compensation for continued participation in the PDP.

The savings for Participants in the Premium Discount Pool shall be determined as follows: A savings calculation will be made as if all Premium Discount Pool members had been included in the Group as filed with the OBWC, without deducting any discounts from the BWC's PDP program. Premium Discount Pool participants will receive the difference between a 10% reduction to their individual premium rate and the amount calculated as if the Participant was included in the Group program filed with the OBWC.

A penalty rated Participant who became penalty rated prior to January 1, 2002 will be eligible to participate in the Premium Discount Pool for a total of four years within a rolling seven year period, during which they remain penalty rated or otherwise ineligible for Group membership. A penalty rated Participant who became penalty rated after January 1, 2002, may remain in the Premium Discount Pool for not more than three years within a rolling five year period during which they remain penalty rated or otherwise ineligible for Group membership. A Participant who is predicted to be penalty rated and is therefore removed from the Group and placed in the Premium Discount Pool, but their actual premium rate comes in as a credit ration, will not have that year counted toward their maximum years of Premium Discount Pool eligibility.

Section VIII: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group rate must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group rate will vary depending upon multiple factors. The Participant is solely responsible for any assessments of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the participant to the OBWC.

The Participant understands the Group rate is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that in forming a group the OBWC will calculate a group rate for the CCAO Group Rating Plan which shall be applied uniformly to the members of the Group regardless of each Participant's individual rate. It is further understood that OBWC shall calculate premiums, as provided by law, multiplying the group rate (as described above) times each Participant's individual payroll.

In order to allocate the savings derived by formation of the Group, and to maximize the number of Participants in the Group, it is hereby agreed that annually the CCAOSC shall estimate the total savings which shall accrue to the Group through its formation which shall include the amount of savings for participants in the Premium Discount Pool (Section VII of this agreement). The CCAOSC shall notify each Participant of the estimated savings as well as the estimated rebates and/or additional billings required so that yearly budgeting may be facilitated on a timely basis for the Participants.

Upon receipt of the actual year-end payroll figures from each Participant, the CCAOSC shall calculate the total realized savings which shall accrue to the Group through its formation and collect rate contributions from and pay rate equalization rebates to the Group's various Participants. The Participants determined to be eligible for the group filing shall receive the share of the group savings which shall be equal to the total savings of all group members less Premium Discount reimbursements multiplied by the percentage found by dividing the Participants' individual payroll by the total payroll of all participating Group members.

Premium Discount Pool participants shall receive the difference between a 10% reduction in their individual premium rate the amount determined as if the Participant was included in the Group program filed with the Ohio Bureau of Workers' Compensation. Individual payroll divided by the payroll of all plan members will be applied to the plan savings as if the Participants were included in the Group filing.

CCAOSC shall bill any rate contributions due from individual Participants no later than sixty (60) days following receipt by CCAOSC of the payroll report submitted by Participants to the OBWC. Bills for contributions are due and payable to CCAOSC within thirty (30) days of receipt. In the event of a delinquency, interest at a rate equal to the prime interest rate on the date of delinquency as charged by the bank in which CCAOSC Workers' Compensation Group Rating Plan funds are held may be added to the amount due and owing.

All rebate checks shall be paid to those Participants due rebates no later than ten (10) days from the date of receipt of all contributions due from individual Participants.

Section IX: ADMINISTRATIVE SERVICES

CCAOSC, with the approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control programs, and other duties (**excluding** claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section IX) relating to the Plan's activities. The cost of these services shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such

times as are determined by the Group Executive Committee, and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant may at its sole expense, engage the services of an attorney, or other qualified TPA, or representative for claims-related matters, such as hearings before the respective state agencies.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims which will affect the rating of the Group.

Section X: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the statutory requirements for a group rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, which is hereto attached as Exhibit A. In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee. The costs for risk management services shall be allocated, billed and paid in the same manner as described in Section IX, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. For such audits, the Participant shall have the option of (1) using a qualified private safety consultant of the Participant's choice, subject to CCAOSC's approval; or (2) requesting CCAOSC to arrange for an audit performed by the Ohio Division of Safety and Hygiene ("ODSH"). It is understood that the ODSH will perform an audit at no additional cost. However, if the Participant chooses to utilize a private safety consultant it shall do so at its own cost. A copy of the audit results and safety recommendations shall be provided to CCAOSC upon CCAOSC's request. The Participant and CCAOSC agree that if a private consultant is engaged by the Participant to perform an audit, the consultant will act as an independent agent, not subject to the direction and control of CCAOSC.

Section XI: GENERAL MANAGEMENT FEES

The Participant agrees to pay anticipated general management fees during the term of the Agreement, if any, as described and in the manner specified in Section IX, above.

Section XII: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee, which shall consist of nine members. Two of said members shall be the President and the Treasurer of CCAOSC; the remaining seven members shall be representatives of the Participants, elected by the Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- 1) to approve the selection of a TPA, as provided in Section IX hereof;
- 2) to review and approve proposed TPA fees, fees for risk management services, and general management fees, and to provide for the billing and collection thereof;
- 3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- 4) to perform such other acts and functions as may be delegated to it from time to time by the Group.

Section XIII: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2006, and thereafter. CCAOSC may terminate this Agreement upon sixty (60) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Rating Plan for the next annual rating period provided sixty (60) days written notice of intent to withdraw from the CCAO Group Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently the last business day of August of the year prior to the applicable annual rating period. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Rating Plan prior to withdrawal therefrom.

Section XIV: APPLICATION BY PARTICIPANT

Initial application of a Participant shall include: (1) properly signed and authorized copy of this Agreement; (2) properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before OBWC. A Participant's initial application shall also include a one-time membership fee in the amount of \$2,000. In order to remain in good standing and to remain eligible for Group membership, a Participant must be current in all financial obligations to the Group, and shall provide to CCAOSC annually, prior to the OBWC group rating deadline: (1) a properly signed and authorized copy of this Agreement; (2) a properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before OBWC.

Section XV: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Rating Plan. All Group Rating Plan funds shall be strictly segregated from all CCAOSC activities relating to the operations and activities of CCAO's other insurance pools.

The Participant is solely responsible for any assessment of premiums levied by OBWC against it. Neither the CCAO Group Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

The Participant acknowledges that group rate setting is solely the function of the OBWC. It is understood that such considerations as the "TM Calculation", "Credibility Factor", and "Loss Value Limitation", shall be assigned by OBWC at the group level, rather than the individual, level.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAOS SERVICE CORPORATION

6/16/05 By: David W. Brooks /s/
Date

COUNTY OF BELMONT

6/29/05 By: Charles R. Probst, Jr. /s/
Date Signature of Authorized Official

County Name: Belmont County
Address: Belmont County Courthouse, 101 W. Main Street
City, State, Zip: St. Clairsville, Ohio 43950
OBWC Number: 30700001

Name of Participant's TPA
for claim related matters: Comp Management, Inc.

APPROVED AS TO FORM

Chris Berhalter /s/

Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ENTERING INTO
MEMORANDUM OF AGREEMENT FOR
DEPOSIT OF PUBLIC FUNDS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into Memorandum of Agreement for Deposit of Public Funds for the period beginning July 1, 2005 through June 30, 2009 with the following financial institutions pursuant to Chapter 135 of the ORC: WesBanco, Ameribank, United Bank, Inc., Sky Bank, National City Bank

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, United Bank, Inc., a financial institution corporation under the laws of the United States located and doing business within Belmont County, Ohio, is hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of Three Hundred Six Million Five Hundred Fifty Seven Dollars (\$306,557,000.00) and thirty percent (30%) total assets of One Billion Eighty Seven Million Eight Hundred Thirty One Thousand Dollars (\$1,087,831,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Ohio Commission, that for the full term beginning July 1, 2005 and ending June 30, 2009, both inclusive, it will accept for deposit and safekeeping the maximum sum of Ten Million Dollars (\$10,000,000.00) or any part thereof of the active deposits of the Belmont County Ohio Commission and it will accept for deposit and safekeeping the maximum sum of \$6,000,000.00 (Six Million) Dollars (\$6,000,000.00) or any part thereof of the active deposits of the Belmont County Ohio Commission, and it will accept for deposit and safekeeping the maximum sum of \$6,000,000.00 (Six Million Dollars (\$6,000,000.00)) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Ohio Commission security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Ohio Commission has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth: (Six Million Dollars (\$6,000,000.00)) for the period beginning July 1, 2005 and ending June 30, 2009 as active deposits, and N/A Dollars (\$) for the period beginning _____ and ending _____ as inactive deposits, and N/A Dollars (\$) for the period beginning _____ and ending N/A as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals N/A Dollars (\$ _____), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Ohio Commission and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Ohio Commission said Financial Institution now hereby agrees to receive from said Belmont County Ohio Commission the sum of Six Million Dollars (\$6,000,000.00) of the moneys of said Belmont County Ohio Commission coming into the hands of the Treasurer of said Belmont County Ohio Commission as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Ohio Commission for the benefit of said Belmont County Ohio Commission and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Ohio Commission as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered: See Attached Amount \$6,000,000.00

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

Itemize	Market Value
<u>NA</u>	\$ _____
_____	\$ _____

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Ohio Commission executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Ohio Commission may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Ohio Commission on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County Ohio Commission in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2005 and ending June 30, 2009, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Ohio Commission as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 10th day of June, 2005.

United Bank, Inc.

By: ??? /s/

???, Controller

By: ??? /s/

???, Secretary and CEO

Belmont County Ohio Commission

(Name of Political Subdivision)

By: Charles R. Probst, Jr. /s/ Commissioner

Charles R. Probst, Jr. - Title

By: Gordie W. Longshaw /s/ Commissioner

Gordie W. Longshaw - Title

By: _____ Commissioner

- Title

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, Ameribank Inc., a financial institution corporation under the laws of the United States located and doing business within Belmont County, Ohio, is hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of Thirteen Million Seven Hundred Seventy-Eight Dollars (\$13,778,000.00) and thirty percent (30%) total assets of Forty-Five Million One Hundred Fifty-Eight Thousand Dollars (\$45,158,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County, Ohio Commission, that for the full term beginning July 1, 2005 and ending June 30, 2009, both inclusive, it will accept for deposit and safekeeping the maximum sum of Five Hundred Thousand Dollars (\$500,000.00) or any part thereof of the active deposits of the Belmont County Ohio Commission and it will accept for deposit and safekeeping the maximum sum of \$6,000,000.00 (Six Million) Dollars (\$6,000,000.00) or any part thereof of the active deposits of the Belmont County Commissioners, and it will accept for deposit and safekeeping the maximum sum of Five Hundred Thousand Dollars (\$500,000.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Commissioners security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth: (Five Hundred Thousand Dollars (\$500,000.00)) for the period beginning July 1, 2005 and ending June 30, 2009 as active deposits, and Five Hundred Thousand Dollars (\$500,000.00) for the period beginning July 1, 2005 and ending June 30, 2009 as inactive deposits, and Five Hundred Thousand Dollars (\$500,000.00) for the period beginning July 1, 2005 and ending June 30, 2009 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals Five Hundred Thousand Dollars (\$500,000.00), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of Five Hundred Thousand Dollars (\$500,000.00) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:
Certificates of Deposit Amount 400,000.00

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2005 and ending June 30, 2009, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this fifteenth day of June, 2005.

Ameribank Inc
 By: ??? /s/
??? EVP
 By: _____ /s/

Belmont County Commissioners
 (Name of Political Subdivision)
 By: Charles R. Probst, Jr. /s/ Commissioner
Charles R. Probst, Jr. - Title
 By: Gordie W. Longshaw /s/ Commissioner
Gordie W. Longshaw - Title
 By: _____ Commissioner
 - Title

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

This Agreement is made on the 29th day of June, 2005 by and between NATIONAL CITY BANK, a banking corporation under the laws of the United States, located and doing business within the State of Ohio ("Bank"), Belmont County ("Depositor").

Section 1. Depositor hereby designates Bank as a public depository for Depositor's active, interim and inactive deposits during the period beginning **July 1, 2005**, to and including **June 30, 2009**.

Section 2. Bank hereby agrees:

June 29, 2005

- (a) to receive for deposit, during the period of designation any funds of depositor and to deposit said funds into the account(s) designated by Depositor and agreed to by Bank; and
- (b) to furnish to the Depositor a monthly statement during any time that the Bank holds any active, interim or inactive deposits, showing the activity and balance of funds on deposit in any account for which such a statement is customarily issued; and
- (c) in order to secure the performance of its obligations hereunder, to pledge and deposit with a designated trustee, at the option of the Bank, either eligible securities or a pool of eligible securities in accordance with the provisions of Chapter 135 of the Ohio Revised Code; and
- (d) to comply with the provisions of Chapter 135 of the Ohio Revised Code and all amendments or supplements thereto.

Section 3. Depositor hereby agrees:

- (a) to be subject to the rules governing the accounts in which the Depositor's active, interim and inactive deposits are deposited; and
- (b) to provide Bank the names and signatures of those persons authorized to execute drafts on and make withdrawals from the account(s) and to provide documentation evidencing such authority as the bank may request; and
- (c) that Bank may designate, as its option, the manner in which the active, interim and inactive deposits of Depositor will be secured in accordance with Chapter 135 of the Ohio Revised Code and all amendments or supplements thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BELMONT COUNTY
 (Depositor)
 By Charles R. Probst, Jr. /s/
 Its Vice-President
 BELMONT COUNTY COMMISSIONERS

NATIONAL CITY BANK
 By Kimberly F. Ray /s/
 Its Public Funds Manager

**MEMORANDUM OF AGREEMENT
 OF ACTIVE, INTERIM & INACTIVE DEPOSITS**

Agreement made as of the 13th day of July, 2005 between Sky Bank (Bank) and Belmont County. Depositor hereby confirms that it has designated Bank as a public depository of its active, interim and inactive deposits in the amount of \$20,000,000.00 for the period of designation from July 1, 2005 to June 30, 2009 both dates inclusive.

ACTIVE DEPOSITS

- a. Bank agrees to accept active deposits for deposit from depositor such sums during the period of designation as Depositor may from time to time deposit to the credit of Depositor's active deposits account subject to Bank's rules and regulations from time to time in effect for commercial accounts. Bank agrees to keep such sums on deposit pending payment thereof to Depositor or Depositor's order.
- b. Bank agrees that the sums deposited to the credit of Depositor's active deposits account may be drawn against and paid by check executed by such authorized person or persons and according to such procedure as Depositor may from time to time designate and prescribe in writing. Depository must be notified in writing if designated person or persons change.
- c. Bank agrees to supply to Depositor's treasurer each month only during the period of designation a statement of the daily activity in and the balance of Depositor's active deposits account for that month.

INTERIM AND INACTIVE DEPOSITS

- a. Whenever any interim or inactive deposits of Depositor are awarded to and accepted by Bank pursuant of Chapter 135, of the Ohio Revised Code, the deposits shall be evidenced by Bank's certificate of deposit or evidence thereof, bearing interest at such rates as may be agreed upon by Bank and Depositor prior to the issuance of said certificate or evidence thereof and as agreed to in writing by Bank and Depositor. Interim deposits may have a term of up to one year. Inactive deposits may have a term ending at the close of the period of designation given above.

PLEGGED COLLATERAL – OHIO REVISED CODE CHAPTER 135

Bank agrees to secure its obligations under this agreement and its other obligations as a public depository of Depositor's active, interim and inactive deposits by depositing with safekeeping trustees, Federal Reserve Bank of Cleveland, or any other eligible trustee, eligible securities in the amount and in the manner required by the Ohio Uniform Depository Act (Chapter 135, Ohio Revised Code). Depositor hereby authorizes Bank on a continuing basis during the term of designation to substitute securities for those then deposited with such trustees, provided only that the securities being deposited be eligible securities having a current market value equal or greater than the current market value of the securities for which they are to be substituted. Each substitution may be made without any prior notice or approval of Depositor.

SKY BANK
 By: Dawn Devine /s/
 Title: VP – Cash Management
 Date: 6/13/2005

BELMONT COUNTY
 By: Charles R. Probst, Jr. /s/
 Title: Vice-President
 Date: June 29, 2005

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, WESBANCO BANK, INC., a financial institution corporation under the laws of the United States located and doing business within OHIO COUNTY, WEST VIRGINIA, is hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of _____ Dollars (\$ _____) and thirty percent (30%) total assets of _____ Dollars (\$ _____) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the BELMONT COUNTY COMMISSIONERS, that for the full term beginning July 1, 2005 and ending June 30, 2009, both inclusive, it will accept for deposit and safekeeping the maximum sum of EIGHT MILLION ONE HUNDRED EIGHTY THOUSAND Dollars (\$8,180,000.00) or any part thereof of the active deposits of the BELMONT COUNTY COMMISSIONERS and it will accept for deposit and safekeeping the maximum sum of EIGHT MILLION ONE HUNDRED EIGHTY THOUSAND Dollars (\$8,180,000.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said BELMONT COUNTY COMMISSIONERS security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said BELMONT COUNTY COMMISSIONERS has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth: EIGHT MILLION ONE HUNDRED EIGHTY THOUSAND Dollars (\$68,180,000.00) for the period beginning July 1, 2005 and ending June 30, 2009 as active deposits, and EIGHT MILLION ONE HUNDRED THOUSAND Dollars (\$8,180,000.00) for the period beginning July 1, 2005 and ending June 30, 2009 as inactive deposits, and EIGHT MILLION ONE HUNDRED EIGHTY THOUSAND Dollars (\$8,180,000.00) for the period beginning July 1, 2005 and ending June 30, 2009 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals EIGHT MILLION ONE HUNDRED EIGHTY THOUSAND Dollars (\$8,180,000.00), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said BELMONT COUNTY COMMISSIONERS and in consideration of the deposit and use, as aforesaid, of said moneys of said BELMONT COUNTY COMMISSIONERS said Financial Institution now hereby agrees to receive from said Belmont County Ohio Commission the sum of EIGHT MILLION ONE HUNDRED EIGHTY THOUSAND Dollars (\$8,180,000.00) of the moneys of said BELMONT COUNTY COMMISSIONERS coming into the hands of the Treasurer of said BELMONT COUNTY COMMISSIONERS as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said BELMONT COUNTY COMMISSIONERS for the benefit of said BELMONT COUNTY COMMISSIONERS and to its satisfaction, and to the satisfaction of the legal adviser of said BELMONT COUNTY COMMISSIONERS as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following

security to secure said award.

Type of securities deposited or security offered:

U.S. TREASURY NOTES OR GOVERNMENT SECURITIES

Amount 100%

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of BELMONT COUNTY COMMISSIONERS executed by such authorized person(s) or officer(s) and according to procedure as said BELMONT COUNTY COMMISSIONERS may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of BELMONT COUNTY COMMISSIONERS on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said BELMONT COUNTY COMMISSIONERS in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2005 and ending June 30, 2009, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said BELMONT COUNTY COMMISSIONERS as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 25th day of May, 2005.

WESBANCO BANK, INC.

By: Paul M. Lambert /s/

???, President & CEO

By: _____

BELMONT COUNTY COMMISSIONERS

(Name of Political Subdivision)

By: Charles R. Probst, Jr. /s/ Commissioner

Charles R. Probst, Jr. - Title

By: Mark A. Thomas /s/ Commissioner

Mark A. Thomas - Title

By: _____ Commissioner

- Title

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF ENTERING INTO AGREEMENT WITH AMERICAN ELECTRIC POWER FOR PROVISION OF ELECTRICAL SERVICE /EMERGENCY OPERATIONS CENTER BUILDING EXPANSION PROJECT

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into agreement with American Electric Power for providing electric service to 68329 Bannock Road, St. Clairsville, OH 43950 in the amount of \$500.11. This is for the proposed site of the new Emergency Operations Center building expansion project.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FOR THE JAMES WHITE CONSTRUCTION CO., INC. FOR THE FLUSHING PUMP STATION PROJECT/ BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve and sign Contract Change Order No. 1 in the amount of \$5,300.00 for The James White Construction Co., Inc. for the Belmont County Sanitary Sewer District's Flushing Pump Station project based upon the recommendation of David Grum, Project Consultant. *Note: This is for revisions to building in accordance with the 2002 Ohio Building Code- Seismic Requirements. Required to install extra re-bar and concrete in the walls of the structure.*

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Probst	Yes
Mr. Thomas	Absent

**IN THE MATTER OF APPROVING PAY
REQUISITION FROM HAMMONTREE & ASSOCIATES, LTD.
FOR MT. VICTORY ROAD WATERLINE EXTENSION PROJECT/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve and sign the payment requisition for engineering services for the Belmont County Sanitary Sewer District's Mt. Victory Road Waterline Extension Project to Hammontree and Associates, Ltd. in the amount of \$960.00, based upon the recommendation of Keith Bennett, Hammontree and Associates, Ltd., Project Engineer, and David Grum, Project Consultant.

Upon roll call the vote was as follows:

Mr. Longshaw Yes
Mr. Probst Yes
Mr. Thomas Absent

**IN THE MATTER OF APPROVING PAY
REQUISITION #18 FOR LAMIRA/LOOMIS PROJECT/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve and sign Pay Requisition No. 18 for the Belmont County Sanitary Sewer District Lamira/Loomis Waterline Extension Project 2003-1C (Water Tank) as follows based upon the recommendation of Keith Bennett, Hammontree and Associates, Ltd., Project Engineer, and David Grum, Project Consultant.

Chicago Bridge & Iron Company \$308,144.80
Hammontree & Associates, Ltd. \$ 2,426.00

Upon roll call the vote was as follows:

Mr. Longshaw Yes
Mr. Probst Yes
Mr. Thomas Absent

**IN THE MATTER OF APPROVING PAY
REQUISITION #2 FOR FLUSHING WATER
PUMPING STATION/BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve and sign Pay Requisition No. 2 for the Belmont County Sanitary Sewer District Flushing Water Pumping Station project as follows based upon the recommendation of Jeffrey Vaughn, Project Engineer, and David Grum, Project Consultant.

- o The James White Construction Co. \$ 32,294.76
- o Vaughn, Coast & Vaughn, Inc. \$ 3,705.00

Upon roll call the vote was as follows:

Mr. Longshaw Yes
Mr. Probst Yes
Mr. Thomas Absent

**IN THE MATTER OF ALLOCATION OF MONIES
TO THE BELMONT COUNTY ENGINEER'S ROAD AND BRIDGE
D-5 FUND FROM THE PERMISSIVE SALES TAX MONIES**

Motion made by Mr. Longshaw, seconded by Mr. Probst to allocate \$250,000.00 (two hundred fifty thousand dollars) for the year 2005 to the Belmont County Engineer for road paving projects. The County Engineer will receive this original allocation of \$250,000.00 (two hundred fifty thousand dollars) as established by "Commissioners Resolution dated April 23, 1986 and July 15, 1992" *These monies are allocated for the year 2005 and thereafter the annual allocations will be based on the availability of revenue and subject to the discretion of the Commission.*

Upon roll call the vote was as follows:

Mr. Longshaw Yes
Mr. Probst Yes
Mr. Thomas Absent

**IN THE MATTER OF AUTHORIZING
THE EXTENSION AMENDMENT FOR CURRENT
CONTRACT AGREEMENT
WITH BELMONT SENIOR SERVICES**

Motion made by Mr. Probst, seconded by Mr. Longshaw authorizing the extension of the current contract between the Belmont County Commissioners and Belmont Senior Services for a period of 45 days as follows:

EXTENSION AMENDMENT

The Belmont County Committee on Aging NKA Belmont Senior Services, a nonprofit corporation, and the Belmont County Commissioners, a political subdivision, hereby assent to further extend the agreement previously entered into by and between the parties dated October 14, 1998, adopting all terms, conditions and provisions within said agreement.

The parties acknowledge that changes have evolved since the hiring of a new Executive Director at Belmont Senior Services, and the parties agree to continue to implement the senior service levy funds in a manner consistent with the prior contract and adopted changes.

Furthermore, both parties hereby agree to continue negotiations towards adopting a new contract.

This Extension Amendment is in full force and effect for an additional period of forty-five days from June 30, 2005, the expiration date of the previous amendment and will terminate on August 14, 2005.

Belmont County Commissioners Belmont Senior Services, Inc.

Mark A. Thomas, President Bruce Pickens /s/_____
Charles R. Probst, Jr. /s/_____
Charles R. Probst, Jr. Bruce Pickens, Executive Director
Gordie W. Longshaw /s/_____
Gordie W. Longshaw Dated: June 29, 2005
Approved as to form
David K. Liberati /s/_____
David Liberati, Assistant Prosecutor

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Longshaw Yes
Mr. Thomas Absent

June 29, 2005

IN THE MATTER OF APPROVING
SALARY INCREASE FOR RONALD FILLOPOVICH/
SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve a \$0.50 per hour increase, effective June 10, 2005, for Ronald Fillopovich, Belmont County Sanitary Sewer District. Mr. Fillipovich has successfully completed all requirements of the Ohio EPA Class I Wastewater Operator test.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 8:56 P.M.**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 8:56 p.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

Read, approved and signed this 6th day of July A.D., 2005.

_____ COUNTY COMMISSIONERS

Mark A. Thomas, Absent _____

We, Charles R. Probst, Jr. and Darlene Pempek, Vice-President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

_____ VICE-PRESIDENT

_____ CLERK